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May 4, 2001

**HAND DELIVER**

Ms. Dawn Tesorero, Technical Enforcement Program  
U.S. Environmental Protection Agency  
999 18th Street, Suite 300  
Denver, CO 80202-2466

Re: First Request for Information Pursuant to § 104 of CERCLA for the Vasquez  
Boulevard/I-70 Site, Denver, Colorado

Dear Ms. Tesorero:

This office represents The Pepsi Bottling Group ("PBG"), the current owner of certain property located at 3801 Brighton Boulevard, Denver, Colorado. A portion of PBG's property includes what PBG believes to be a portion of Operable Unit 2 for the above-referenced Vasquez Boulevard/I-70 Site.

Attached hereto as Enclosure 1 (together with exhibits) is PBG's response to the U.S. Environmental Protection Agency's first request for information.

Attached hereto as Enclosure 2 is PBG's Certification which relates solely to PBG's response attached hereto as Enclosure 1.

PBG acknowledges its continuing responsibility to update its response and is in the process of acquiring additional documentation responsive to Question 6 of the First Request for Information. PBG anticipates delivering the same to the U.S. Environmental Protection Agency within the next 30 days.

Very truly yours,

  
Jonathan H. Steeler

JHS:jkw  
Enclosure  
488779

cc: David H. Patrick, Esq. (w/encl)

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ENCLOSURE 1  
PBG's RESPONSE TO THE U.S.  
ENVIRONMENTAL PROTECTION AGENCY'S  
FIRST REQUEST FOR INFORMATION

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## QUESTIONS

**1. Provide a legal description of the property or properties The American Smelting and Refining Company (ASARCO), the City and County of Denver (City) or any other party sold, exchanged or transferred to you upon which the former Omaha & Grant Smelter facility operated or its wastes came to be located.**

*Response:* Attached hereto as Exhibit 1-A is a legal description of the property owned by Respondent. Based on maps obtained from the United States Environmental Protection Agency ("EPA") files regarding the boundaries of the Omaha & Grant Smelter operation, only a portion of the property described in the attached legal description encompasses Operable Unit 2 of the Omaha & Grant Smelter facility. For the purposes of this response the property identified on Exhibit 1-A is referred to herein as the "Property."

**2. Provide copies of all documents evidencing or relating to the property or properties identified in response to #1 above. (Include copies of sales, purchase agreements, deeds, easements or exchange agreements, etc.)**

*Response:* Attached hereto as Exhibits 2-A through 2-F are documents requested in this question. Specifically, the documents attached are listed below:

A. Lease dated August 18, 1988, from Richard L. Gooding, Pepsi-Cola Bottling Company of Denver, and Gooding Investment Co., Inc., as landlord to Pepsi-Cola Metropolitan Bottling Company, Inc. as tenant.

B. Quit Claim Deed dated March 3, 1989, from Pepsi-Cola Metropolitan Bottling Company, Inc. to City and County of Denver, Colorado, conveying the interest of Pepsi-Cola Metropolitan Bottling Company, Inc. in the leasehold estate in certain specified property.

C. General Warranty Deed dated August 17, 1998, from Richard L. Gooding to Pepsi-Cola Metropolitan Bottling Company, Inc. conveying a portion of the Property currently owned by Respondent.

D. Bargain and Sale Deed dated August 17, 1998, from Paragon Ranch, Inc. (f/k/a Pepsi-Cola Bottling Company of Denver), Gooding Investment Co., Inc., and Richard L. Gooding to Pepsi-Cola Metropolitan Bottling Company, Inc. conveying a portion of the Property currently owned by Respondent.

E. Quit Claim Deed dated February 9, 1999, from Pepsi-Cola Metropolitan Bottling Company, Inc. to Bottling Group, LLC conveying the Property currently owned by Respondent.

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F. Lease dated June 7, 1999, with CVJ Axles, Inc. with regard to certain property more specifically identified in the lease, known as 4101 Brighton Boulevard, Denver, Colorado.

**3. Describe the period(s) Respondent held the property or properties comprising the former Omaha & Grant Smelter facility or properties where waste from the Omaha & Grant Smelter had come to be located and describe any and all uses to which the property was put to during those periods.**

*Response:* In 1988, Pepsi-Cola Metropolitan Bottling Company, Inc., acquired an interest in the Property pursuant to a lease (see Exhibit 2-A). In 1998, Pepsi-Cola Metropolitan Bottling Company, Inc. acquired the Property (see Exhibits 2-C and 2-D). In 1999, Pepsi-Cola Metropolitan Bottling Company, Inc. transferred the Property to Bottling Group, LLC as part of a corporate reorganization (see Exhibit 2-E). Since 1990, a portion of the Property located at 4101 Brighton Boulevard, Denver, Colorado, has been leased to CVJ Axles, Inc., which operates an axle reconditioning business (see Exhibit 2-F). Except for the portion of the Property leased to CVJ Axles, Inc., the Property has been used by its current owner and all of its affiliated predecessors-in-interest for manufacturing, warehousing, and shipping of non-alcoholic beverage products and all attendant uses associated therewith.

**4. If PGB subsequently transferred any of the property or properties identified above provide title documents showing the transfer of the property or properties. Additionally, provide any information you may have in regard to property use subsequent to sale of the property or properties by the City.**

*Response:* Except as set forth in the response to question 3 above and a relinquishment of its leasehold estate as described in Exhibit 2-E, there have been no transfers of the Property by Respondent or its affiliated predecessors-in-interest.

**5. Provide any current or historical map you may have in regard to the Omaha & Grant Smelter facility.**

*Response:* The only historical maps in Respondent's possession have been obtained from the U.S. Environmental Protection Agency's files regarding the Site.

**6. Describe and, where available, provide maps that describe the physical characteristics of the Site, including but not limited to the following:**

**a. Surface structures;**

*Response:* As noted in Respondent's preliminary response dated April 6, 2001, Respondent operates a significant non-alcoholic beverage manufacturing, warehousing, and shipping operation



on the Property, which includes truck and rail loading and unloading facilities, and fueling facilities. Attached to Respondent's preliminary response dated April 6, 2001, Exhibit 6.a-A, was a facility layout describing these facilities.

**b. Ground water wells;**

*Response:* As noted in Respondent's preliminary response dated April 6, 2001, until May or June 1998, Respondent operated five underground storage tanks in connection with its fueling facilities. These tanks were not within the boundaries of OU-2 of the Omaha & Grant Smelter but were within the boundaries of the "Site," as that term is defined in the Information Request. These tanks were removed in mid-1998 and the fueling facilities were relocated. At the time the tanks were removed, groundwater monitoring wells were installed to determine whether there was any groundwater contamination resulting from the use of the tanks. Attached to Respondent's preliminary response dated April 6, 2001, was Exhibit 6.b-A, which is a description of the wells and the outcome of the investigation. The results of the investigation indicated no further monitoring was required and the State of Colorado provided a "no further action" letter. No sampling has been done since July 1998, and the wells are scheduled for closure. Respondent's records indicate that CVJ Axles, Inc., a tenant that operates an axle reconditioning facility on the property leased from Respondent, which property is within the Site. This property is located at 4101 Brighton Boulevard, Denver, Colorado. CVJ Axles, Inc. maintains a dry well/french drain that is located in the tenant's parking lot. CVJ Axles, Inc. has provided information to the U.S. Environmental Protection Agency regarding this facility, a copy of which is attached hereto as Exhibit 6.b-B.

**c. Ore treating facilities;**

*Response:* Respondent has no information relating to any ore treating facilities.

**d. Additions, demolitions, changes to the physical structures on or about the Site property during the period PBG owned the Site; and**

*Response:* Attached as Exhibit 6.d are construction drawings for changes to the physical structures located on the Property. Respondent will update this response as additional information is located.

**e. Slag piles, flue dust piles or waste dumps.**

*Response:* Respondent has no knowledge of any slag piles, flue dust piles, and/or waste dumps.

**7. Identify and describe all tailings piles, tailings ponds, flue dust piles, waste rock dumps, and slag heaps at the Site that you have knowledge of. Include the following:**

**a. The location of all former piles, ponds, dumps, and heaps;**

*Response:* Respondent has no knowledge of any tailings piles, tailings ponds, flue dust piles, waste rock dumps, or slag heaps.

**b. The source of materials contained in those former piles, ponds, dumps, or heaps;**

*Response:* Respondent has no knowledge of any tailings piles, tailings ponds, flue dust piles, waste rock dumps, or slag heaps.

**c. A description of the materials in those piles, ponds, dumps or heaps and any information or documents that relate to the transport by hand, wagon (or other horse-drawn vehicle), truck (or other motorized vehicle), train or rail car or water or wind or other natural or man-made means materials from those piles, ponds, dumps or heaps to another area;**

*Response:* Respondent has no knowledge of any tailings piles, tailings ponds, flue dust piles, waste rock dumps, or slag heaps or any movement of the same.

**d. All current or historical information you may have in regard to smelter emissions or other hazardous substance releases at the facility.**

*Response:* Respondent has no knowledge of any smelter emissions or other hazardous substance releases at the Facility.

**8. Identify whether soil (e.g., also sand, loam, fill) or any other materials (slag, flue dust, arsenic trioxide, debris), including but not limited to, materials containing lead, arsenic or other heavy metals have been excavated or removed (to include any sale, transfer, giving, change in ownership, or change in possession) from, the Site by Respondent or others. If so, detail:**

**a. Amount and date(s) of soil or other materials removed from Site;**

*Response:* Respondent has no knowledge of any soil or any other materials that have been excavated or removed from the Site.

**b. Physical and chemical nature of materials removed;**

*Response:* Respondent has no knowledge of any soil or any other materials that have been excavated or removed from the Site.

**c. Identity of person(s) who removed materials and date(s) of removal;**

*Response:* Respondent has no knowledge of any soil or any other materials that have been excavated or removed from the Site.

**d. Final disposition of such materials.**

*Response:* Respondent has no knowledge of any soil or any other materials that have been excavated or removed from the Site.

9. **Provide all information in your possession which may relate to the presence (or absence) of hazardous substances within the Site. Specifically, if available, provide information regarding the following:**

a. **The use of slag, waste rock, tailings, flue dust or other smelter waste material as fill material;**

*Response:* Respondent has no knowledge of the use of slag, waste rock, tailings, flue dust, or other smelter material as fill material within the Site.

b. **Selection of methods and locations for disposal of waste materials (including slag, waste rock, tailings, flue dust or other smelter waste) at the Site;**

*Response:* Respondent has no knowledge of the disposal of waste materials (including slag, waste rock, tailings, flue dust, or other smelter waste) at the Site.

c. **The disposal or migration of lead, arsenic or heavy metal-containing smelter waste from the Omaha & Grant smelter or Argo Smelter buildings;**

*Response:* Respondent has no knowledge of the disposal or migration of lead, arsenic, or heavy metal-containing smelter waste from the Omaha & Grant Smelter or Argo Smelter buildings.

d. **The release or migration of any hazardous substances, pollutants or contaminants as the result of any manufacturing or disposal practice or procedure conducted within the Site (e.g., burial of discarded drums or parts, disposal of waste oil or debris in landfills or pits, disposal of wastewater from bottle washing operations);**

*Response:* Respondent has no knowledge of any bottle washing operations within the Site or at any of Respondent's operations adjacent to the site. Small amounts of clean fill, broken wood pallets, and miscellaneous discarded material have been placed within portions of the Site owned by Respondent. Based on testing (see Exhibit 9.g-A), none of this material is a hazardous waste.

e. **Any activities, including removal, disposal, re-disposal, contouring, grading, excavating or otherwise affecting the size, shape and location of the slag or roaster piles;**

*Response:* Respondent has never undertaken any activities, including removal, disposal, re-disposal, contouring, grading, excavating, or otherwise affecting the size, shape, and location of the slag or roaster piles.

f. **Any sampling or analysis of water quality in the South Platte River;**

*Response:* Respondent's Property that falls within the Site does not border the South Platte River and Respondent has never done any sampling or analysis of the water quality.

g. **Any sampling and analysis of waste material within the Site;**

*Response:* Attached hereto as Exhibit 9.g-A are sampling results from Respondent's sampling of fill located on the Property within the Site. See response to question 9.d above.

**h. Monitoring of environmental conditions at the Site;**

*Response:* See Exhibit 9.g-A in response to question 9.g above. See Exhibit 6.b-A attached to Respondent's preliminary response dated April 6, 2001.

**i. Describe any current or potential future uses of any property interest of the Respondent which is not for common carrier purposes. Include in this response information regarding any plans or discussions the Respondent has had with any party that may acquire the property interest in the future; and**

*Response:* As noted above in question 3, Respondent uses its Property for the manufacturing, warehousing, and shipping of non-alcoholic beverages. Except for the lease of a portion of its Property, which property is within the Site, to CVJ Axles, Inc., no activity other than the foregoing is planned for Respondent's Property. Respondent is not a common carrier.

**j. Ownership, control, possession or use of any buildings, dwellings, fixtures or other structures within the Site.**

*Response:* See the response to question 3 above.

**10. Identify all corporate officers, directors, employees, agents or contractors that were involved in any of the functions listed in a. through j. of question 9 above and describe their roles in the performance of those functions.**

*Response:* Mr. Edward Ballina is the Plant Manager for Respondent's plant operations in Denver. Mr. Dennis Hunter, formerly with Strata Environmental and now with Environmental Consulting Group performed the testing described in question in 9.g above.

**11. Provide a list of any environmental or other reports you may have that relate to environmental conditions on or about the Omaha & Grant Smelter facility and also properties in the vicinity of the former Argo Smelter and Globe Smelter.**

*Response:* Environmental Assessment Pepsi-Cola Company, 3801 Brighton Boulevard, Denver, Colorado, October, 1997, prepared by Strata Environmental.

**EXHIBIT 1-A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Legal Description of Property Located in  
the City and County of Denver, Colorado

Parcel owned by Gooding Investment Co., Inc.:

- A. A part of the NW 1/4 SW 1/4 of Section 23, Township 3 South, Range 68 West of the 6th P.M., described as follows:

Beginning at the intersection of the centerline of vacated 39th Street as shown on the recorded plat of ST. VINCENTS ADDITION SECOND FILING, with the Northwesterly line of Brighton Boulevard; thence Southwesterly along the Northwesterly line of Brighton Boulevard, 358.36 feet, more or less, to the Northeasterly line of 38th Street; thence Northwesterly, along the Northeasterly line of 38th Street, 958 feet, more or less, to the Southeasterly line of Arkins Court; thence Northeasterly, along the Southeasterly line of Arkins Court, and said line extended, 546.87 feet, more or less, to the most Northerly corner of a tract described in instrument recorded in Book 4297 at page 316; thence Southeasterly 462.86 feet to the intersection with a line which is 349 feet 7 inches, measured Northeasterly from and at right angles to the Northeasterly line of vacated 39th Street; thence Southeasterly, parallel with the Northeasterly line of vacated 39th Street, 338.88 feet, more or less, to a point which is 203.5 feet Northwesterly from the Northwesterly line of Brighton Boulevard; thence Southwesterly, parallel with and 203.5 feet distant from the Northwesterly line of Brighton Boulevard, 389 feet 7 inches to a point on the centerline of vacated 39th Street; thence Southeasterly, along the centerline of vacated 39th Street, 203.5 feet to the point of beginning.

Parcels owned by Pepsi-Cola Bottling Company of Denver:

- A-1. A parcel of land situate in the W 1/2 of Section 23, Township 3 South, Range 68 West of the 6th P.M., bounded and described as follows:

BEGINNING at the most Easterly corner of a parcel of land conveyed by Union Pacific Railroad Company to James A. Gooding, Jr. by Warranty Deed dated October 6, 1959, UPRRCo. L.S.D.A. No. 2872, said point being 469.0 feet, more or less, distant Northeasterly, from the Northeasterly line of vacated 39th Street, as measured along the Northwesterly line of Brighton Boulevard;

thence along the Northeasterly line of said deeded parcel N45°05'27"W, 200.00 feet to a point on the Southeasterly line of a parcel of land conveyed by Union Pacific Railroad Company to City and County of Denver by Warranty Deed, dated July 15, 1932, UPRRCo. L.S.D.A. No. 611;

thence along said Southeasterly line, N44°54'33"E, 30.58 feet to the most Easterly corner of said deeded parcel;

thence along the Northeasterly line of said deeded parcel, N45°05'27"W, 267.00 feet to the most Northerly corner thereof;

thence along the Northwesterly line of said deeded parcel, S44°54'33"W, 13.05 feet, more or less, to the most Southerly corner of a strip of land conveyed by The City and County of Denver to Union Pacific Railroad Company by Quit Claim Deed dated November 10, 1942, UPRRCo. L.P.D.A. No. 4777;

thence along the Southwesterly line of said deeded strip, the following 4 courses:

- 1) N44°51'57"W, 101.56 feet;
- 2) N71°11'57"W, 16.23 feet;
- 3) N44°51'57"W, 351.92 feet to the

BEGINNING of a tangent curve, concave Northeasterly, having a radius of 613.69 feet;

4) Northwesterly, along said curve, through a central angle of 02°08'32", 22.95 feet, more or less, to a point on the Northeasterly prolongation of the Southeasterly line of Arkins Ct.;

thence along said Northeasterly prolongation, N44°54'33"E, 80.08 feet to a point on the Northeasterly line of said deeded strip, said point being the beginning of a non-tangent curve, concave Northeasterly, to which point a radial line bears S47°37'54"W, 533.69 feet;

thence Southeasterly, along said Northeasterly line and along said curve, through a central angle of 02°29'51", 23.26 feet;

thence continuing along said Northeasterly line, S44°51'57"E, 317.74 feet to the most Westerly corner of a parcel of land conveyed by the City and County of Denver to Union Pacific Railroad Company by Special Warranty Deed, dated April 20, 1959, UPRRCo. L.P.D.A. No. 6458;

thence along the Northwesterly line of said deeded parcel, N44°54'33"E, 342.50 feet to the most Northerly corner of said deeded parcel, said corner also being on the Southeasterly line of a parcel of land conveyed by Union Pacific Railroad Company to City and County of Denver by Warranty Deed, dated February 26, 1959, UPRRCo. L.S.D.A. No. 2777;

thence along the Southeasterly line of said deeded parcel, N44°54'33"E, 839.35 feet to the most Easterly corner of said deeded parcel, said corner also being 600 feet distant Southerly, measured at right angles from the East-West centerline of the NW 1/4 of said Section 23;

thence parallel with said East-West centerline, S89°58'48"E, 51.52 feet to the Northwest corner of Parcel No. 4, as described in a Warranty Deed conveyed by Union Pacific Land Resources Corporation to Anderson, Clayton & Co, dated December 21, 1977, UPLRC Audit No. C-440-1;

thence along the Northwesterly line of said Parcel 4 and along the Northwesterly line of Parcel No. 2 of said Warranty Deed, S44°54'33"W, 504.80 feet to the most Westerly corner of said Parcel No. 2;

thence along the Southwesterly line of said Parcel No. 2, S45°05'27"E, 185.00 feet to the most Southerly corner of said Parcel No. 2;

thence along a Southeasterly line of said Parcel No. 2, N44°54'33"E, 385.00 feet;

thence along a Southwesterly line of said Parcel No. 2, S45°05'27"E, 30.00 feet to a point on the Northwesterly line of Parcel No. 1 of said Warranty Deed;

thence along said Northwesterly line of Parcel No. 1, S44°54'33"W, 127.00 feet to the most Northerly corner of a parcel of land conveyed by Union Pacific Railroad Company to Jay L. Ambrose and Ida Ambrose by Warranty Deed, dated June 14, 1949, UPRRCo. L.S.D.A. No. 1799; thence along the Northwesterly line of said deeded parcel, S44°54'33"W, 391.33 feet to the most Westerly corner of said deeded parcel, said corner also being the Northerly corner of a parcel of land conveyed by Union Pacific Land Resources Corporation to Resco, Inc., by Special Warranty Deed dated April 16, 1973, UPLRC Deed Audit No. 1012;

thence along the Northwesterly line of said deeded parcel S44°54'19"W, 278.86 feet to the beginning of a tangent curve, concave Southeasterly having a radius of 320.00 feet;

thence Southwesterly and Southerly along said Northwesterly line and along the Westerly line of said deeded parcel and along said curve through a central angle of 63°25'11", 354.20 feet to the most Westerly corner of Parcel 4, as described in a Substitute Quit Claim Deed conveyed by Union Pacific Railroad Company and The Chase Manhattan Bank to Union Pacific Land Resources Corporation, UPRRCo. L.S.D.A. No. 5058, said corner also being on a curve, concave

Northeasterly, having a radius of 320.00 feet; thence Southeasterly along said curve having a radius of 320.00 feet, through a central angle of 5°52'00", 32.77 feet, more or less, to a point on the Northwestern line of a parcel of land conveyed by Union Pacific Railroad Company to Kraft Foods Company by Warranty Deed dated May 28, 1946, UPRRCo. L.S.D.A. No. 1511; thence S44°54'33"W along said Northwestern line, a distance of 5.15 feet to the most Westerly corner of said parcel of land conveyed by Warranty Deed dated May 28, 1946, UPRRCo. L.S.D.A. No. 1511; thence along the Southwesterly line of said deeded parcel, S28°39'11"E, 83.93 feet; thence continuing along said Southwesterly line, S45°05'27"E, 80.00 feet to a point on the Northwestern line of Brighton Boulevard; thence along said Northwestern line, S44°54'33"W, 65.5 feet to the POINT OF BEGINNING.

B. That part of the NW 1/4 SW 1/4 of Section 23, Township 3 South, Range 68 West of the 6th P.M., described as follows: BEGINNING at the intersection of the Northwestern line of Brighton Boulevard and the centerline of vacated 39th Street; thence Northeasterly along said Northwestern line of Brighton Boulevard, 283.4 feet; thence Northwesternly at right angles with said Northwesternly line 69.55 feet; thence Northeasterly, parallel with said Northwesternly line of Brighton Boulevard, 46 feet; thence Northwesternly at right angles 133.95 feet to a point 203.5 feet from said Northwesternly line of Brighton Boulevard; thence Southwesterly, parallel to said Northwesternly line of Brighton Boulevard, 329.4 feet to the centerline of vacated 39th Street; thence Southeasterly along said centerline 203.5 feet to the POINT OF BEGINNING.

B-1. A rectangular tract of land situated in the N 1/2 SW 1/4 of Section 23, Township 3 South, Range 68 West of the 6th P.M., bounded and described as follows: BEGINNING at the most Easterly corner of that certain parcel of land heretofore conveyed by Union Pacific Railroad Company to Pepsi-Cola Bottling Company of Denver by Warranty Deed dated October 30, 1951, which is a point 409 feet 7 inches, more or less distant Northeasterly from the Northeasterly line of vacated 39th Street (formerly St. Mary's Street) in said City, measured along the Northwesternly line of Brighton Boulevard; thence Northwesternly along the Northeasterly line of said parcel heretofore conveyed to Pepsi-Cola Bottling Company of Denver, which is a straight line at right angles to the Northwesternly line of Brighton Boulevard, a distance of 200 feet to a point in the Southeasterly line of that certain parcel of land heretofore conveyed by Union Pacific Railroad Company to the City and County of Denver, by Warranty Deed dated July 15, 1932; thence Northeasterly at right angles, along the Southeasterly line of said Parcel heretofore conveyed to the City and County of Denver, a distance of 59 feet 5 inches; thence Southeasterly, at right angles, a distance of 200 feet to a point in said Northwesternly line of Brighton Boulevard; thence Southwesterly along the Northwesternly line of Brighton Boulevard, a distance of 59 feet 5 inches to the POINT OF BEGINNING.

B-2. A parcel of land situate in the W 1/2 of Section 23, Township 3 South, Range 68 West of the 6th P.M., bounded and described as follows:



COMMENCING at the intersection of the Northeasterly right of way line of 40th Street, produced Northwesterly, with the Northwesterly right of way line of Brighton Boulevard; thence Northeasterly along said Northwesterly right of way line, 355.00 feet to the most Easterly corner of a parcel of land conveyed by Union Pacific Railroad Company to Kraft Foods Company by Warranty Deed dated May 28, 1946, and identified as UPRRCo. L.S.D.A. No. 1511; thence Northwesterly along the Northeasterly line of said deeded parcel 160.50 feet to the most Northerly corner thereof and the TRUE POINT OF BEGINNING; thence Southwesterly along the Northwesterly line of said deeded parcel, 271.6 feet to a point 5.15 feet distant Northeasterly, measured along said Northwesterly line, from the Southerly corner of Parcel 4, as described in Substitute Quitclaim Deed from Union Pacific Railroad Company and The Chase Manhattan Bank to Union Pacific Land Resources Corporation, and identified as UPLRC Audit No. 24296-2, said point being on a nontangent curve, concave Northeasterly, having a radius of 320.00 feet; thence Northerly along said curve, through a central angle of 5°52'00", 32.77 feet, more or less, to the Southerly corner of a parcel of land conveyed by Union Pacific Land Resources Corporation to Resco, Inc., by Special Warranty Deed dated April 16, 1973, and identified as UPLRC D.A. No. 1012; thence Northeasterly along the Southeasterly line of said deeded parcel, 564.28 feet to the most Easterly corner thereof; thence Southeasterly along the Northeasterly line of said Parcel 4, 30.00 feet to the most Northerly corner of a parcel of land conveyed by Union Pacific Railroad Company to A. A. Vickers by Quitclaim deed dated April 11, 1940, and identified as UPRRCo. L.S.D.A. No. 916; thence Southwesterly along the Northwesterly line of said deeded parcel, 180.00 feet to the most Northerly corner of Parcel II as described in deed from Union Pacific Land Resources Corporation to Western Grocers, Inc., dated March 21, 1983 and identified as Document Audit No. 35551; thence along the Northwesterly line of said Parcel II the following three (3) courses:

- 1) Southwesterly, 41.10 feet;
- 2) On an angle deflecting to the right of 89°57'52", 1.10 feet;
- 3) On an angle deflecting to the left of 89°49'17", 38.90 feet to the most Northerly corner of Parcel I of said Deed dated March 21, 1983;

thence along the Northwesterly line of said Parcel I the following three (3) courses:

- 1) Southwesterly, 41.20 feet;
- 2) On an angle deflecting to the left of 90°10'43", 1.30 feet;
- 3) On an angle deflecting to the right of 90°02'08", 3.80 feet to the TRUE POINT OF BEGINNING.

C. That part of the NW 1/4 SW 1/4 of Section 23, Township 3 South, Range 68 West of the 6th P.M., described as follows: BEGINNING at a point on the Northwesterly line of Brighton Boulevard which is 283.4 feet Northeasterly from the centerline of vacated 39th Street; thence Northwesterly at right angles a distance of 69.55 feet; thence Northeasterly parallel with the Northwesterly line of Brighton Boulevard, a distance of 46 feet; thence Northwesterly at right angles 133.95 feet to a point 203.5 feet from said Northwesterly line of Brighton Boulevard; thence Northeasterly parallel with the Northwesterly line of Brighton Boulevard, a distance of 60 feet;

thence Southeasterly at right angles with the Northwesternly line of Brighton Boulevard, a distance of 3.5 feet;  
thence Northeasterly, parallel with the Northwesternly line of Brighton Boulevard, 60 feet;  
thence Southeasterly at right angles with the Northwesternly line of Brighton Boulevard, 200 feet to said Northwesternly line;  
thence Southwesterly along the Northwesternly line of Brighton Boulevard, a distance of 166 feet to the POINT OF BEGINNING.

- D. Lots 1 to 32,  
Block 30,  
TOGETHER WITH Vacated Alley in Block 30,  
ST. VINCENTS ADDITION.
- E. Lots 1 to 9 and Lots 18 to 26,  
Block 39,  
ST. VINCENTS ADDITION SECOND FILING and,  
Lots 21 to 25 and unnumbered part of Lot 26,  
Block 8,  
IRONTON,  
TOGETHER WITH that portion of the vacated alley in said blocks lying between said lots.
- F. Lots 10 to 13, both inclusive,  
Block 39,  
ST. VINCENTS ADDITION SECOND FILING  
according to the recorded Plat thereof.
- G. Lots 13 to 16, both inclusive,  
Block 8,  
IRONTON,  
TOGETHER WITH the 1/2 of vacated alley adjacent to said lots 13 to 16, according to the recorded Plat thereof.
- I. That part of the W 1/2 of Section 23, Township 3 South, Range 68 West, of the 6th P.M., located within boundaries described as follows:  
BEGINNING at a point that is 349.7 feet Northeasterly from the Northeasterly line of 39th Street vacated and 200 feet Northwesternly from the Northwesternly right-of-way line of Brighton Boulevard;  
thence Northeasterly and parallel with the said Northwesternly line of Brighton Boulevard a distance of 150 feet to the Southwesterly right-of-way line of the Union Pacific Railroad Company;  
thence Northwesternly on said Southwesterly right-of-way line a distance of 750 feet, more or less, to intersection with the Northeasterly extension of the Southeasterly line of Arkins Court (formerly Evans Street) as platted in St. Vincents Addition; thence Southwesterly on the said Northeasterly extension of the Southeasterly line of Arkins Court to a point that is 144.37 feet Northeasterly from the Northeasterly line of 39th Street;  
thence Southeasterly a distance of 462.86 feet, more or less, to a point on a line that is 349.7 feet Northeasterly from and parallel with 39th Street vacated;  
thence Southeasterly on said parallel line to the POINT OF BEGINNING.
- J. That part of the W 1/2 of Section 23, Township 3 South, Range 68 West of the 6th P.M., more particularly described as follows:  
COMMENCING at the intersection of the Northeasterly line of 40th Street extended and the Northwesternly line of Brighton Boulevard;  
thence along said Northwesternly line of Brighton Boulevard, North 44°54'33" East, a distance of 660.0 feet;

thence North 44°50'52" West, a distance of 190.50 feet to the Southeast corner of that certain parcel of land heretofore conveyed by Union Pacific Railroad Company to Jay L. Ambrose and Ida Ambrose by Warranty Deed dated June 14, 1949, U.P.R.R.Co. L.S.D.A. No. 1799, recorded in Book 9205 at page 269 of said City and County of Denver, said corner being the TRUE POINT OF BEGINNING;  
 thence along a line that is parallel with said Northwesternly line of Brighton Boulevard, South 44°54'33" West, a distance of 564.28 feet, to the beginning of a non-tangent curve; concave Northeasterly, the center of which bears North 71°29'08" East, a distance of 320.0 feet, said beginning of non-tangent curve is 20.0 feet measured radially, from the centerline of a spur track;  
 thence Northerly along said curve, through an angle of 63°25'11", an arc distance of 354.20 feet;  
 thence tangent to said curve and parallel with said spur track North 44°54'19" East, a distance of 278.86 feet to the Southwesterly line of said conveyed parcel (Book 9205, Page 269);  
 thence along said Southwesterly line, South 44°50'52" East, a distance of 176.86 feet to the TRUE POINT OF BEGINNING.

K-I. A parcel of land situate in the SW 1/4 of Section 23, Township 3 South, Range 68 West of the 6th P.M., bounded and described as follows:  
 COMMENCING at the point of intersection of the Northeasterly right of way line of 40th Street produced Northwesternly and the Northwesternly right of way line of Brighton Boulevard;  
 thence Northeasterly along said Northwesternly right of way line of Brighton Boulevard, a distance of 355.0 feet to the Northeasterly corner of that certain parcel of land described in Book 9067 at Page 279, City and County of Denver Records  
 said Point being the TRUE POINT OF BEGINNING;  
 thence continuing Northeasterly along said Northwesternly right of way line of Brighton Boulevard, a distance of 45.00 feet to a point on the Southwesterly line of vacated 41st Street (formerly known as Cottage Avenue);  
 thence on an angle deflecting to the left of 90°00'00" along said Southwesterly line of vacated 41st Street, a distance of 161.70 feet;  
 thence on an angle deflecting to the left of 89°51'25", a distance of 41.20 feet;  
 thence on an angle deflecting to the left of 90°10'43" a distance of 1.30 feet to a point 8.50 feet distant Southeasterly measured at right angles from the centerline of Union Pacific Railroad Company's ICC Track No. 116;  
 thence on an angle deflecting to the right of 90°02'08" parallel with said track, a distance of 3.80 feet to the Northwesternly corner of said parcel described in Book 9067 at page 279;  
 thence on an angle deflecting to the left of 90°00'00" along the Northeasterly line of said deeded parcel, a distance of 160.50 feet to the TRUE POINT OF BEGINNING.

K-II. A parcel of land situate in the Southwest quarter (SW 1/4) of Section 23, Township 3 South, Range 68 West of the Sixth Principal Meridian, bounded and described as follows:  
 COMMENCING at the point of intersection of the Northeasterly right-of-way line of 40th Street produced Northwesternly and the Northwesternly right-of-way line of Brighton Boulevard;  
 thence Northeasterly along said Northwesternly right-of-way line of Brighton Boulevard, a distance of 400.0 feet to a point on the Southwesterly line of vacated 41st Street (formerly known as Cottage Avenue), said point being the TRUE POINT OF BEGINNING;  
 thence continuing Northeasterly along said Northwesternly right-of-way line of Brighton Boulevard, a distance of 80.0 feet to the Southeasterly corner of that certain parcel of

land described in Book 1508 at Page 627, Tract "A", City and County of Denver Records;  
thence on an angle deflecting to the left of 90°00'00", along the Southwesterly line of said Tract "A" and the Southwesterly line of Tract "B" described in said Book 1508 at Page 627, a distance of 160.50 feet to the Southwesterly corner of said Tract "B", said point being 8.50 feet distant Southeasterly, measured at right angles, from the centerline of Union Pacific Railroad Company's ICC Track No. 116;  
thence on an angle deflecting to the left of 90°00'00", parallel with said centerline of ICC Track No. 116, a distance of 41.10 feet;  
thence on an angle deflecting to the right of 89°57'52", a distance of 1.10 feet;  
thence on an angle deflecting to the left of 89°49'17", a distance of 38.90 feet, to a point on said Southwesterly line of vacated 41st Street;  
thence on an angle deflecting to the left of 90°08'35" along said Southwesterly line of vacated 41st Street, a distance of 161.70 feet to the TRUE POINT OF BEGINNING.

K-III. A piece or parcel of land situated in the North half of the Southwest quarter of Section 23, Township 3 South, Range 68 West of the 6th P.M., described as follows:  
BEGINNING at the point of intersection of the Northwestern line of Brighton Boulevard, with the Northeasterly line of 40th Street (Produced) in the City and County of Denver;  
thence Northeasterly along said Northwestern line of Brighton Boulevard a distance of 480 feet to the TRUE POINT OF BEGINNING;  
thence Northeasterly along said Northwestern line a distance of 180 feet to a point;  
thence Northwesternly and at right angles to said Northwesternly line a distance of 160.5 feet to a point;  
thence Southwesterly and parallel with said Northwesternly line a distance of 180 feet to a point;  
thence Southeasterly and at right angles to said Northwesternly line a distance of 160.5 feet to the TRUE POINT OF BEGINNING.

Parcel owned by Richard L. Gooding:

H. A piece or Parcel of land, with the buildings and improvements thereon, situate in the Southwest Quarter (SW 1/4) of Section Twenty-Three (23) Township Three (3) South, Range Sixty-Eight (68) West of the Sixth Principal Meridian, described as follows, to-wit:  
BEGINNING at a point in the Northwestern line of Brighton Boulevard that is fifty-four and five-tenths (54.5) feet distant Northeasterly from the Northeasterly line, produced Northwesternly, of 40th Street, measured along said Northwesternly line;  
thence Northeasterly along said Northwesternly line of Brighton Boulevard a distance of Three Hundred and five-tenths (300.5) feet to a point;  
thence Northwesternly along a straight line at right angles to said Northwesternly line of Brighton Boulevard a distance of One Hundred Sixty and five-tenths (160.5) feet to a point;  
thence Southwesterly along a straight line that is parallel with and One Hundred Sixty and five-tenths (160.5) feet distant Northwesternly, measured at right angles from said Northwesternly line of Brighton Boulevard, a distance of Two Hundred Seventy-six and Seventy-five Hundredths (276.75) feet to a point;  
thence Southeasterly along a straight line a distance of Eight-three and Ninety-three Hundredths (83.93) feet, more or less, to a point that is Eighty (80) feet distant Northwesternly from said Northwesternly line of Brighton

Boulevard, measured along a straight line at right angles thereto at a point thereon that is Fifty-four and Five-tenths (54.5) feet distant Northeasterly from the Northeasterly line, produced Northwesterly of 40th Street, measured along said Northwesterly line; thence Southeasterly along a straight line at right angles to said Northwesterly line of Brighton Boulevard a distance of Eighty (80) feet to the POINT OF BEGINNING.

EXHIBIT 2-A

LEASE DATED AUGUST 18, 1988, FROM RICHARD L. GOODING, PEPSI-COLA  
BOTTLING COMPANY OF DENVER, AND GOODING INVESTMENT CO., INC.,  
AS LANDLORD TO PEPSI-COLA METROPOLITAN BOTTLING COMPANY, INC.  
AS TENANT.

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**LEASE AGREEMENT**

**Dated August 18, 1988**

**BETWEEN**

**Richard L. Gooding,  
Pepsi-Cola Bottling Company of Denver, A Colorado Corporation  
and Gooding Investment Co., Inc., a Colorado Corporation**

**As LANDLORD**

**and**

**Pepsi-Cola Metropolitan Bottling Company, Inc.,  
a New Jersey Corporation**

**As TENANT**

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## LEASE AGREEMENT

THIS LEASE is entered into as of the 18th day of August, 1988, by and among RICHARD L. GOODING ("Gooding"), PEPSI-COLA BOTTLING COMPANY OF DENVER, a Colorado corporation, ("Pepsi-Cola of Denver"), GOODING INVESTMENT CO., INC., a Colorado corporation ("Gooding Investment") (collectively called "Landlord"), and PEPSI-COLA METROPOLITAN BOTTLING COMPANY, INC., a New Jersey corporation ("Tenant").

### RECITALS:

A. Gooding, Pepsi-Cola of Denver, and Gooding Investment Co., Inc., each own certain portions of the real property described in Exhibit A and desire to lease said real property to Tenant.

B. Immediately after the date hereof, Pepsi-Cola of Denver shall change its name to Paragon Ranch, Inc. ("Paragon").

### WITNESSETH:

1. PREMISES. Landlord leases to Tenant, and Tenant leases from Landlord, upon the terms and conditions as hereinafter set forth, premises situated in the City and County of Denver, State of Colorado, known as 3801 Brighton Boulevard, Denver, Colorado 80216 and legally described in Exhibit A attached hereto (the "Premises") and incorporated herein by this reference together with any and all buildings and improvements now or hereafter located thereon (the "Improvements").

2. TERM OF LEASE. The term of this Lease shall be for 20 years and shall commence as of August 18, 1988, and expire at midnight on August 17, 2008, unless terminated earlier in accordance with any of the provisions herein contained.

3. RENTAL. During the first 10 years of the term hereof, Tenant hereby agrees to pay Landlord as rental \$40,000,000.00

payable without notice in 40 quarterly rental payments of \$1,000,000.00 each, commencing August 18, 1988, and continuing every third month thereafter through May 18, 1998. During the second 10 years of the term hereof, unless the option described in Paragraph 18 is exercised and closed, Tenant hereby agrees to pay Landlord the greater of (i) \$40,000,000.00 or (ii) the amount determined by multiplying \$40,000,000.00 by a fraction, the numerator of which shall be the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, published by the United States Department of Labor, Bureau of Labor Statistics (the "CPI"), averaged for the 12 months ending June 30, 1998, and the denominator of which shall be the CPI averaged for the 12 months ending June 30, 1988. If the CPI is no longer in existence, the substitute index published by the Bureau of Labor Statistics that replaces the CPI shall be used or, if none, the parties shall choose another index that measures fluctuations in consumer prices. The rent payable during the second 10 years of the Lease term shall be paid in 40 equal quarterly payments, commencing August 18, 1998, and continuing every third month thereafter through May 18, 2008. All rental payments shall be made in advance on the 18th day of each August, November, February, and May at the offices of Landlord, located at 1200 Seventeenth Street, Suite 2660, Denver, Colorado 80202 (or at such other place as Landlord may designate in writing from time to time) without any set-off or deduction whatsoever and shall be made payable to the order of Paragon, for itself and as agent and nominee for Gooding and Gooding Investment (or such other agent as Landlord may designate in writing from time to time, provided that Tenant shall not be obligated to make any payment to more than one agent or principal at a time).

4. USE OF PREMISES.

A. Tenant shall use the Premises for the production, storage, distribution, and sale of soft drinks and soft drink products.

B. Tenant will not use, suffer or permit any person to use the Premises or the Improvements for any use or purpose in violation of the laws of the United States, the State of Colorado, or the ordinances of the City and County of Denver. During the term of this Lease, the Premises and the Improvements at any time situated thereon, and every part thereof, shall be kept by Tenant in a clean and wholesome condition and in a good state of repair, and Tenant will comply fully with all laws and ordinances relating to health and police regulations applicable to said property. Tenant will keep all Improvements at any time located on the Premises and all sidewalks and areas abutting and adjoining said Premises in a safe and sanitary condition in compliance with the requirements of all laws and ordinances applicable thereto. Tenant shall defend, protect, and indemnify Landlord at all times from and against any liability, loss, damage, cost, including attorneys' fees, or expense incurred by Landlord or claimed against Landlord by reason of any failure of Tenant to carry out the foregoing agreements or arising from Tenant's use or occupation of the Premises and Improvements or by reason of any accident, loss, or damage resulting to any person or property by reason thereof.

5. UTILITIES. Tenant shall promptly pay all charges for heat, gas, electricity, water, and sewer, and other public utilities assessed or charged with respect to the Premises or the Improvements.

6. PAYMENT OF TAXES AND ASSESSMENTS.

A. Tenant covenants and agrees to pay promptly as the same become due and payable all general and special taxes and assessments and all water and other public charges, if any, levied upon or assessed against the Premises and the Improvements, or arising with respect to the occupancy, use, or possession of the Premises and the Improvements and that are assessed and are or become a lien during the term of this Lease. All such taxes for the portion of the first and last calendar

years in which this Lease is in effect shall be equitably prorated between Landlord and Tenant.

B. Tenant shall deliver to Landlord from time to time duplicate receipts or photostatic copies thereof showing payments of all of the taxes, assessments, and other public charges payable by Tenant under the terms of this Paragraph 6, within 15 days after the respective payment dates. If such taxes, assessments, and other public charges are payable in installments, Tenant at its discretion may make payment of the same in installments, provided that each installment shall be paid promptly after the same becomes due and payable.

C. Landlord shall at its option have the right at any time during the term of the Lease to pay, without the necessity of inquiring into the validity or legality thereof, any of such taxes, assessments and other public charges, and interest and penalties thereon or other charges levied against the Premises or the Improvements, or any interest therein, or upon the income therefrom, herein agreed to be paid by Tenant and remaining unpaid after the same shall have become delinquent, and to pay, cancel, and clear of record all tax sales, liens, charges, and claims upon or against the Premises or the Improvements and to redeem said Premises and the Improvements from the same or any of them from time to time, and the amount so paid, including reasonable expenses incurred in connection therewith, including attorneys' fees, shall be so much additional rent due from Tenant to Landlord, at the next rental payment date after any such payment, subject, however, to the following proviso: If Tenant shall in good faith proceed to contest any such tax, assessment, or other public charge against the Premises or the Improvements, or the validity thereof, by proper legal proceeding that operates to prevent the collection thereof or the sale of the Premises or the Improvements or any part thereof to satisfy the same or to prevent the appointment of a receiver because of the nonpayment of any such taxes, assessments, or other public charges, Tenant

shall not be required to pay, discharge, or remove any such tax, assessment or other public charge so long as such proceeding is pending and undisposed of, provided, however, that Tenant, not less than 5 days before any such tax assessment or charge shall become delinquent, shall give notice to Landlord of Tenant's intention to contest the validity thereof and give such reasonable security as may be demanded by Landlord by way of deposit of sums sufficient to assure full payment thereof. If such notice and such security is so given by Tenant to Landlord and such contest is conducted in good faith by Tenant, Landlord shall not, pending the termination of such legal proceedings, pay, remove, or discharge such tax, assessment, lien, or other charge. Any proceeding or proceedings for contesting the validity or amounts of any of the taxes, assessments, or other public charges payable by Tenant under the terms of this Paragraph 6, or to recover any such tax, assessment, or other public charge paid by Tenant, may be brought by Tenant in the name of Landlord or in the name of Tenant or both, as Tenant may deem advisable, provided, however, that if any such proceeding be brought by Tenant, Tenant hereby agrees to defend, protect, and indemnify Landlord from and against any and all loss, cost, or expense, including attorneys' fees, of any kind that may be imposed upon or incurred by Landlord in connection therewith.

7. INSURANCE.

A. During the term of this Lease, Tenant, at its sole cost and expense, for the benefit of and in the name of Landlord, shall keep all Improvements located on or appurtenant to the Premises (including all Improvements in the process of construction at any time) insured against loss or damage by fire and such other perils as are now or hereafter included in Landlord's standard "All Risk" policy. The All Risk insurance shall insure the replacement value of the Improvements, shall initially be in an amount not less than \$25,000,000.00 and shall be with an insurance company approved by Landlord. After the

third year of the Lease term, Landlord may request an updated appraisal of such replacement value, to be made at Tenant's expense by an appraiser approved by Landlord, and the amount of the All Risk insurance shall be adjusted appropriately, provided that it shall not at any time be in an amount less than \$25,000,000.00.

B. Tenant, at Tenant's sole cost and expense, shall at all times keep in force a comprehensive general combined liability insurance policy providing protection of at least \$10,000,000.00 combined single limit against claims and liability for personal injury, bodily injury, death, and property damage arising from the use, ownership, maintenance, disuse, or condition of the Premises, the Improvements or the adjoining areas or ways. The public liability policy shall name Landlord as co-insured. Landlord shall be named and protected under the terms and conditions of the policy as Landlord of the Premises. Tenant shall also purchase adequate workmen's compensation insurance in compliance with all state, federal, and other governmental laws, rules, and regulations, and shall be responsible for insuring any and all personal property that may be owned Tenant. Tenant may self-insure with respect to workmen's compensation to the extent permitted by law, provided it furnishes Landlord with certificates from time to time signed by an authorized officer of Tenant stating that such self-insurance is in effect.

C. Except as specifically set forth herein, all insurance required of Tenant by virtue of this Paragraph 7 shall be written with an insurance company licensed to do business within the State of Colorado, with such policies to be non-assessable. Tenant shall provide Landlord with certificates of insurance from time to time (with proof of payment thereon) for the insurance required to be carried by Tenant which shall provide that the insurance company shall give notice in writing to Landlord at least 10 days prior to cancellation, termination,

or material change in such insurance. Any proceeds (except liability insurance proceeds) shall provide by endorsement that any loss shall be payable to Landlord and Tenant as their respective interests may appear.

D. Any insurance that may be purchased pursuant to this Paragraph 7 or any proceeds that may be payable as a result of a loss under any such insurance shall in no way reduce, alter, or modify any provisions of this Lease, specifically including the various indemnity provisions herein.

E. If Tenant shall at any time neglect to insure or keep insured the buildings and other improvements situated on the Premises as herein required, Landlord may, at its election, procure or renew such insurance, and the amount so paid therefor by Landlord, including reasonable expenses, shall be so much additional rent due to Landlord from Tenant and shall be payable on the next rental payment date after such payment. Upon request from Landlord from time to time or at any time, Tenant will cause to be delivered to Landlord within 10 days of any request of Landlord therefor, a schedule of the insurance policies in effect stating therein the numbers of the policies, names of insurers, types of coverage, the names of the assured and beneficiary, the amount of insurance, and the dates of expiration of the said policies. Notwithstanding any other provision of this Paragraph 7, the insurance required to be obtained by Tenant may be included within an umbrella policy carried by Tenant, or an affiliate of Tenant, and separate policies covering only the Premises are not required.

8. ASSIGNMENT AND SUBLETTING. Neither this Lease nor any interest herein may be assigned by Tenant, voluntarily or involuntarily, by operation of law or otherwise, and neither all nor any part of the Premises or the Improvements shall be subleased by Tenant without first obtaining the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant may assign or sublet its interest in this Lease to a

wholly-owned subsidiary of Tenant, without Landlord's prior written consent, provided Tenant supplies Landlord with a copy of the documents evidencing such assignment or sublease within 10 days of execution thereof. Any consent to assignment or subletting given by Landlord shall not constitute a waiver of the necessity for such consent to a subsequent assignment or subletting. Notwithstanding any assignment or sublease, Tenant shall remain fully liable under the terms and conditions of this Lease, as the terms and conditions may be modified from time to time, and shall not be released from performing any of the terms, covenants, and conditions contained herein. Tenant expressly waives the right to receive notice of any assignee's or sublessee's default, and agrees that no waiver or indulgence granted by Landlord to any assignee or sublessee shall release Tenant from its obligations hereunder.

9. MAINTENANCE AND REQUIRED REPAIRS.

A. Tenant has inspected and accepts the Premises in their present condition and acknowledges that the Premises and the Improvements are tenantable and in good condition. Tenant shall, at its own cost and expense, maintain in good condition the foundations, bearing and exterior walls (including painting thereof), subflooring, roof, and all other structural parts of the Improvements. Tenant shall also, at its own cost and expense, maintain, repair, and keep in good order the interior and exterior of the Premises and the Improvements and each and every part thereof and all appurtenances thereto, including but not limited to glass, doors, sidewalks, yard areas, railings, fences, curbs, wiring, plumbing, sewer systems, heating, air cooling installations, elevators, boilers, machinery, and other parts of the Premises and the Improvements. Except as provided in Paragraph 13 C, if Tenant shall fail to commence the necessary repairs or diligently pursue the completion of the repairs, Landlord, in addition to all other remedies available under this Lease (and without waiving any other remedies) may make the



repairs, the cost of which shall become due and payable as additional rent 10 days after notice to Tenant. Tenant shall not permit, commit, or suffer waste, impairment, or deterioration of the Premises or the Improvements or any part thereof, reasonable wear and tear excepted, except as provided in Paragraph 13 C.

B. Tenant shall be responsible for making any repairs that may be required of Landlord as provided for in any statute, law, or ordinance in effect at the time of execution of this Lease or that may be hereafter enacted, except as provided in Paragraph 13 C.

10. ALTERATIONS AND REPAIRS.

A. In all cases, any alterations, repairs or other work shall be at Tenant's sole expense. No work shall at any time be made that shall impair the structural soundness or diminish the value of the Improvements.

B. No work shall be undertaken until Tenant shall have procured and paid for all required municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction.

C. All work done in connection with any change, alteration, or repair shall be done in a good and workmanlike manner and in compliance with the building and zoning laws, and with other laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governments and the appropriate departments, boards, and officers thereof.

D. At all times when any work is in progress, there shall be maintained, at Tenant's expense, adequate workmen's compensation insurance in accordance with the law governing all persons employed in connection with the work, and general liability insurance for the mutual benefit of Landlord and Tenant, expressly covering the additional hazards due to the work.

E. No one shall have any lien or claim against Landlord or its interest in the Premises on account of any such work done or supplies furnished at Tenant's request.

11. CONDEMNATION.

A. If, during the term of this Lease, all of the Premises and the Improvements shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as of the date of the taking, except that Tenant shall remain liable for any payments or obligations arising prior to the date of such taking. A taking shall be deemed to be a taking of all of the Premises and the Improvements if so much of the Premises and the Improvements or the rights of Tenant under this Lease are taken that the taking precludes Tenant's operation of the soft drink production, storage, distribution, and sale business on the Premises. The award granted for such complete taking shall be the property of Landlord.

B. If, during the term of this Lease, less than all of the Premises or the Improvements shall be taken as a result of the exercise of the power of eminent domain, this Lease shall not terminate and the rent thereafter due and payable by Tenant shall not be reduced or abated. The award granted for such a partial taking shall be the property of Landlord, and the purchase price under the option granted in Paragraph 18 shall be reduced by the future value of the net proceeds of the condemnation award, i.e., the award less Landlord's costs and expenses, including attorneys' fees, incurred in obtaining such award. Such future value shall be calculated as of the last day of the tenth year of the Lease term using an 8% per annum interest rate.

C. Tenant shall be entitled to such portion of the award attributable to property of Tenant taken by the condemning authority. Matters that cannot be resolved between the parties shall be submitted to arbitration pursuant to Paragraph 19.

12. DAMAGE TO OR DESTRUCTION OF PREMISES. If the Premises are damaged or destroyed in whole or in part by fire or other

casualty, Tenant shall promptly give written notice thereof to Landlord. Except as otherwise provided herein, Tenant shall, with all due diligence, rebuild, replace, and repair the damaged Premises and the Improvements as nearly as possible to the value, condition, and character thereof immediately prior to the damage or destruction. After deducting all costs and expenses of collecting any insurance proceeds, including attorneys' fees, Landlord shall release to Tenant applicable insurance proceeds paid to Landlord in connection with such rebuilding, replacement, or repair upon presentation by Tenant of paid bills, lien waivers, and such evidence as Landlord may reasonably require to show that the work covered has been satisfactorily performed.

13. HAZARDOUS SUBSTANCES.

A. Tenant is relying on its own inspection of the Premises and the Improvements in entering into this Lease. To Landlord's best knowledge, there is no asbestos or other product hazardous or deleterious to the general public located on, under, or around the Premises or the Improvements.

B. Tenant covenants and agrees that neither Tenant nor its agents, employees, or contractors, will use, generate, manufacture, store, or dispose of on, under, or about the Premises and the Improvements, or transport to or from the Premises and the Improvements, any products hazardous or deleterious to the general public, except in accordance with or as required by all applicable state and federal laws relating thereto. Upon any breach of the covenant in this section, Tenant shall, at Tenant's own expense, cure such breach by taking all action prescribed by all applicable state and federal laws and regulations relating to products hazardous or deleterious to the general public, including removal, disposal and cleanup, within 60 days.

C. Notwithstanding any other provision of this Lease, Tenant shall have no obligation to make repairs or abate any condition relating to or arising out of asbestos or any other

hazardous substance located on, in or about the Premises or the Improvements on the date of this Lease, and Landlord shall have no right to charge Tenant for the cost of such repairs or abatement.

D. Tenant's obligations set forth in this section shall continue after the expiration of the term or earlier termination of this Lease. Tenant shall defend, protect, and indemnify Landlord from and against any and all losses, claims, costs, and expenses, including reasonable attorneys' fees, arising out of Tenant's breach of the covenants and agreements in this Paragraph 13 or out of Tenant's action or inaction in its use and occupancy of the Premises and the Improvements with regard to asbestos or other hazardous substances.

14. DEFAULT PROVISIONS.

A. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(i) Tenant's failure to pay the rent herein reserved or Tenant's failing to make any other payments required to be made by Tenant, where such failure shall continue for a period of 10 days following written notice.

(ii) Tenant's failure to perform or keep any of the other terms, covenants, and conditions herein contained for which it is responsible, unless cured within 20 days following written notice, or, if such default cannot be cured within such 20-day period, then Tenant's failure to commence to correct the same within said 20-day period and thereafter prosecute the same to completion with reasonable diligence.

(iii) Tenant's abandoning the Premises.

(iv) Tenant's being adjudicated a bankrupt or insolvent or Tenant's filing in any court a petition of bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code (as now or in the future amended) or the filing of an involuntary petition of bankruptcy

against Tenant (unless said involuntary bankruptcy is terminated within 30 days from the date of said filing), or the filing in any court for the appointment of a receiver or trustee for all or a portion of Tenant's property, unless the appointment of the receiver or trustee is terminated within 30 days from the date of the appointment.

(v) Tenant's making a general assignment of its property for the benefit of its creditors.

B. In the event of an occurrence of default as set forth above, in addition to all other remedies provided herein or by law, Landlord shall have the right to:

(i) Terminate this Lease and end the term hereof by giving to Tenant written notice of such termination, in which event Landlord shall be entitled to recover from Tenant the present value at the time of such termination of the amount of rent reserved in this Lease for the then balance of the term hereof with the present value to be determined by discounting all future excess rent amounts at the rate of 8% per annum, together with all other payments due under this Lease. If the default occurs prior to the end of the first 10 years of the Lease term such that the CPI adjustment to the rent for the second 10 years of the Lease term has not been made, the amount of rent reserved for the second 10 years of the Lease term shall be deemed to be \$40,000,000.00, payable in 40 equal installments over that 10-year period; or

(ii) Without retaking possession of the Premises or terminating this Lease, sue for and recover all rent reserved hereunder calculated in accordance with (i) above, other required payments due under this Lease, and other sums, including damages and legal fees, at any time or from time to time accruing hereunder; or

(iii) Re-enter and take possession of the Premises or any part thereof and repossess the same as Landlord's former estate and expel Tenant and those claiming through or

under Tenant and remove the effects of both or either (forcibly, if necessary) without being deemed guilty in any manner of trespass, without prejudice to any remedies for rent delinquencies or preceding Lease defaults and without terminating the Lease; in which event Landlord may from time to time, without any obligation to do so and without terminating this Lease, relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord may deem advisable, with the right to make alterations and repairs to the Premises; and such re-entry or taking of possession of the Premises by Landlord shall not be construed as an election on Landlord's part to terminate this Lease unless a written notice of termination is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. In the event of Landlord's election to proceed under this subparagraph (iii), Landlord's repossession shall not relieve Tenant of its obligations to pay rent and other charges under this Lease, all of which shall survive such repossession, and Tenant shall pay to Landlord as current liquidated damages all rent reserved hereunder, calculated in accordance with (i) above, and other sums hereinabove provided that would be payable hereunder if such repossession had not occurred, less the net proceeds (if any) of any reletting of the Premises after deducting all of Landlord's expenses in connection with the reletting, including without limitation, all repossession costs, brokerage commissions, legal expense, attorneys' fees, expenses of employees, alteration costs, and expenses of preparation for reletting.

15. HOLD OVER. Any rule of law to the contrary notwithstanding, if Tenant remains in possession of the Premises and the Improvements or any part thereof subsequent to the expiration of the term hereof it shall be conclusively deemed that such possession and occupancy shall be for a tenancy from month-to-month only, and the rental rate shall be the rental rate

that existed at the end of the term hereof. Such hold-over possession shall be subject to all of the other terms and conditions of this Lease.

16. SURRENDER OF PREMISES. Upon the expiration or termination of the term of this Lease, Tenant shall peaceably and quietly leave and surrender the Premises in as good condition as they are now, ordinary wear and tear excepted. Tenant shall surrender and deliver up the Improvements and Premises broom-clean and free of Tenant's property. Provided Tenant is not in default, it shall have the right to remove all of its fixtures, equipment, machinery, and other personal property provided that upon such removal the Premises are delivered in the same condition as existed at the time of commencement of this Lease, ordinary wear and tear excepted. Further, if Tenant does not remove any of its own fixtures, equipment, or personal property or any additions or alterations made to the Premises during the term of this Lease, Landlord may, at its option, require Tenant to remove any such improvements, alterations, fixtures, and equipment and restore the Premises and the Improvements to the condition that existed at the commencement of the Lease or to retain the same. If Tenant abandons any personal property on the Premises, it shall be deemed to be Landlord's property.

17. SALE OF PREMISES. If, during the term of this Lease, Landlord sells or otherwise conveys title or ownership of the Premises or the Improvements to successors or assigns, it is agreed that all the covenants and conditions of this Lease shall continue in full force and effect through the original term and any extension thereof, and Tenant shall attorn to the successors or assigns of Landlord. If Landlord does sell or otherwise convey title or ownership of the Premises or the Improvements or any interest therein, Landlord agrees that, if Tenant exercises the option described in Paragraph 18, one party as nominee for Landlord shall have the right, power, and authority to perform Landlord's obligations hereunder, including the obligation to

convey title to the Premises and Improvements, and shall convey title as provided in Paragraph 18.

18. OPTION TO PURCHASE.

A. Landlord hereby grants Tenant an option to purchase the Premises and the Improvements on the last day of the first 10 years of the Lease term, provided Tenant is not in monetary default hereunder at the time such option is exercised. To exercise the option, Tenant must deliver to Landlord a notice in writing, on or before 6 months prior to the last day of the first 10 years of the Lease term. If the option is timely exercised, it shall become a binding contract between the parties and may be specifically enforced.

B. The purchase price shall be \$25,000,000.00, increased by any amounts due to Landlord from Tenant pursuant to this Lease as of the date of closing and reduced in accordance with Paragraph 11 B, if applicable.

C. The closing of the purchase and sale shall occur as of the day of the expiration of the first 10 years of the Lease term. Tenant shall continue to pay rent and perform its other obligations hereunder until such closing. Each party shall be responsible for its own closing costs. If Tenant desires a survey of the Premises, Tenant shall obtain such a survey at its own expense. At the closing, Landlord, or a nominee empowered as provided in Paragraph 17, shall convey title to the Premises and the Improvements to Tenant by general warranty deed, free and clear of all liens and encumbrances, except liens or encumbrances created by, through, or under Tenant, except the lien for taxes for the then current year and subsequent years, and subject to the items listed on Exhibit B attached hereto, and to building and zoning regulations. In addition, Landlord shall convey to Tenant by bargain and sale deed, subject to those same matters, the real property in the City and County of Denver which is part of Parcels D and E on Exhibit A, described as Lot 32, Block 30, ST. VINCENTS ADDITION, Lots 9 and 26, Block 39, ST. VINCENTS



ADDITION SECOND FILING, and Lot 25, Block 8, IRONTON. The parties agree to deliver to each other all other documents reasonably necessary for closing. At closing, Tenant shall pay the purchase price in full by wired funds or by cashier's or certified check.

19. ARBITRATION. Arbitration of any matter in this Lease that is required to be submitted to arbitration shall be conducted in Denver, Colorado, under the direction and supervision of and subject to the rules and regulations of the Arbitration Committee of the American Arbitration Association. Either party may request arbitration by notifying the Association and the other party in writing. The arbitration shall be conducted with all reasonable speed, and both parties shall cooperate to the end that the arbitration shall be completed as rapidly as possible. The decision of the arbitrator shall be final and binding upon the parties, who agree to abide by the award, and the decision may be filed with the Clerk of the District Court for the City and County of Denver, Colorado, as a basis of judgment. Costs of arbitration shall be borne equally between the parties.

20. NO COUNTERCLAIM OR ABATEMENT OF RENT. Rent and all other sums payable by Tenant hereunder shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Tenant hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (a) any "constructive eviction" or any restriction or prevention of or interference with any use of the Premises or any part thereof; (b) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Landlord, or any action taken with respect to this Lease by any trustee or receiver of Landlord, or by any court, in any proceeding; (c) any claim Tenant has or might have

against Landlord; (d) any failure on the part of Landlord to perform or comply with any of the terms hereof or of any other agreement with Tenant; or (e) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; and whether or not Tenant shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Tenant waives all rights now or hereafter conferred by statute or otherwise to quit, terminate, or surrender this Lease or the Premises or the Improvements or any part thereof, or to any abatement, suspension, deferment, diminution or reduction of rent or any other sum payable by Tenant hereunder.

21. NOTICES. All notices, demands, and requests required to be given by either party to the other shall be in writing. All notices, demands, and requests shall either be hand delivered or shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been given on the date personally served or on the date that said notice was deposited with the United States Postal Service.

Landlord: Paragon Ranch, Inc.  
1200 Seventeenth Street  
Suite 2660  
Denver, Colorado 80202

With a copy to: George C. Keely  
Fairfield and Woods, P.C.  
One United Bank Center  
1700 Lincoln Street, Suite 2400  
Denver, Colorado 80203-4524

Tenant: Pepsi-Cola Metropolitan Bottling  
Company, Inc.  
Routes 35 and 100  
Somers, New York 10589-0902  
Attention: Fred Meils

With a copy to: PepsiCo, Inc.  
Purchase, New York 10577  
Attention: Secretary

22. TIME OF THE ESSENCE. Time is of the essence hereof.

23. QUIET ENJOYMENT. Landlord represents and warrants that:

A. Landlord has the right to enter into this Lease.

B. Tenant, upon paying the rent herein reserved and upon performing all of the terms and conditions of this Lease on its part to be performed, shall at all times during the term herein demised peacefully and quietly have, hold, and enjoy the Premises and the Improvements.

C. The Premises and the Improvements shall be delivered to Tenant free from all encumbrances, except restrictions, reservations, covenants, easements and rights-of-way, apparent or of record as of the date of this Lease. Tenant accepts the Premises and the Improvements subject to all zoning ordinances and regulations pertaining to the Premises or the Improvements, without responsibility or warranty by Landlord.

24. RIGHT TO INSPECT PREMISES. Landlord, or Landlord's agent and representative, shall have the right to enter into and upon the Premises and the Improvements or any part thereof at all reasonable hours for the purpose of examining the same.

25. MISCELLANEOUS.

A. This Lease has been executed and delivered in the State of Colorado and shall be construed in accordance with the laws of the State of Colorado.

B. The parties mutually agree that the headings and captions contained in this Lease are inserted for reference only and are not to be deemed part of or to be used in construing this Lease.

C. The covenants and agreements herein contained shall be binding upon and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns.

D. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular shall

be held to include the plural, as the identity of Landlord or Tenant require.

E. If any provision of this Lease shall be invalid or unenforceable, the remaining provisions of the Lease shall not be affected thereby but shall be enforceable to the extent permitted by law.

F. Landlord's rights and remedies hereunder are cumulative. No act by Landlord shall be construed as an election to proceed under any provision of the Lease to the exclusion of any other provision herein or as an election of remedies to the exclusion of any other remedies.

G. The terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

26. NO WAIVER. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at time of acceptance of such rent.

27. ATTORNEYS' FEES. If suit is brought to enforce any provision of this Lease, the prevailing party shall (in addition to other relief granted) be awarded all reasonable attorneys' fees and costs resulting from such litigation.

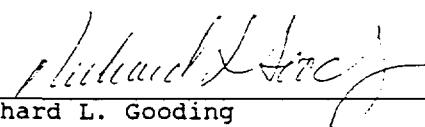
28. INTEREST ON PAST DUE OBLIGATIONS. Each and every installment of rent accruing under this Lease shall, if not paid when due, bear interest at the rate of 12% per annum from said date until the same shall be paid. All other sums becoming due or payable to Landlord under this Lease or on account of any

default by Tenant in performance or observance of any of the covenants of this Lease, shall also bear interest from the respective dates when the same have been paid by Landlord at the rate of 12% per annum until such amounts are repaid to Landlord. All sums so advanced or paid Landlord under the provisions of this Lease shall become additional rent under the terms hereof and shall become due and payable with the installment of rent next becoming due after the date of such advance or payment.

29. SHORT FORM OF LEASE. The parties shall execute in recordable form a Short Form of Lease to be recorded in the real estate records of the City and County of Denver, which shall contain the names of the parties, the dates of commencement and termination of the term of this Lease, and a description of the option to purchase granted in Paragraph 18, along with the legal description of the Premises.

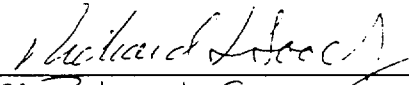
IN WITNESS WHEREOF, the parties have executed this Lease the day and year first written above.

LANDLORD:

  
Richard L. Gooding

PEPSI-COLA BOTTLING COMPANY OF  
DENVER, a Colorado Corporation

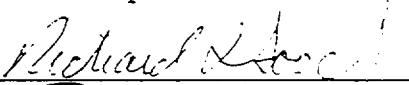
By:

  
Name: RICHARD L. GOODING

Title: President

GOODING INVESTMENT CO., INC.,  
a Colorado Corporation

By:

  
Name: RICHARD L. GOODING

Title: President

TENANT:

PEPSI-COLA METROPOLITAN BOTTLING  
COMPANY, INC., a New Jersey  
Corporation

By: *Fredrick S. Meils* KM  
Fredrick S. Meils  
Vice President

EXHIBIT A

TO LEASE AGREEMENT

Legal Description of Property Located in  
the City and County of Denver, Colorado

Parcel owned by Gooding Investment Co., Inc.:

- A. A part of the NW 1/4 SW 1/4 of Section 23, Township 3 South, Range 68 West of the 6th P.M., described as follows:

Beginning at the intersection of the centerline of vacated 39th Street as shown on the recorded plat of ST. VINCENTS ADDITION SECOND FILING, with the Northwestern line of Brighton Boulevard; thence Southwesterly along the Northwestern line of Brighton Boulevard, 358.36 feet, more or less, to the Northeasterly line of 38th Street; thence Northwesterly, along the Northeasterly line of 38th Street, 958 feet, more or less, to the Southeasterly line of Arkins Court; thence Northeasterly, along the Southeasterly line of Arkins Court, and said line extended, 546.87 feet, more or less, to the most Northerly corner of a tract described in instrument recorded in Book 4297 at page 316; thence Southeasterly 462.86 feet to the intersection with a line which is 349 feet 7 inches, measured Northeasterly from and at right angles to the Northeasterly line of vacated 39th Street; thence Southeasterly, parallel with the Northeasterly line of vacated 39th Street, 338.88 feet, more or less, to a point which is 203.5 feet Northwesterly from the Northwestern line of Brighton Boulevard; thence Southwesterly, parallel with and 203.5 feet distant from the Northwestern line of Brighton Boulevard, 389 feet 7 inches to a point on the centerline of vacated 39th Street; thence Southeasterly, along the centerline of vacated 39th Street, 203.5 feet to the point of beginning.

Parcels owned by Pepsi-Cola Bottling Company of Denver:

- A-1. A parcel of land situate in the W 1/2 of Section 23, Township 3 South, Range 68 West of the 6th P.M., bounded and described as follows:  
BEGINNING at the most Easterly corner of a parcel of land conveyed by Union Pacific Railroad Company to James A. Gooding, Jr. by Warranty Deed dated October 6, 1959, UPRRCo. L.S.D.A. No. 2872, said point being 469.0 feet, more or less, distant Northeasterly, from the Northeasterly line of vacated 39th Street, as measured along the Northwestern line of Brighton Boulevard;  
thence along the Northeasterly line of said deeded parcel N45°05'27"W, 200.00 feet to a point on the Southeasterly line of a parcel of land conveyed by Union Pacific Railroad Company to City and County of Denver by Warranty Deed, dated July 15, 1932, UPRRCo. L.S.D.A. No. 611;  
thence along said Southeasterly line, N44°54'33"E, 30.58 feet to the most Easterly corner of said deeded parcel;  
thence along the Northeasterly line of said deeded parcel, N45°05'27"W, 267.00 feet to the most Northerly corner thereof;  
thence along the Northwesterly line of said deeded parcel, S44°54'33"W, 13.05 feet, more or less, to the most Southerly corner of a strip of land conveyed by The City and County of Denver to Union Pacific Railroad Company by Quit Claim Deed dated November 10, 1942, UPRRCo. L.P.D.A. No. 4777;  
thence along the Southwesterly line of said deeded strip, the following 4 courses:  
1) N44°51'57"W, 101.56 feet;  
2) N71°11'57"W, 16.23 feet;  
3) N44°51'57"W, 351.92 feet to the

BEGINNING of a tangent curve, concave Northeasterly, having a radius of 613.69 feet;

4) Northwesterly, along said curve, through a central angle of 02°08'32", 22.95 feet, more or less, to a point on the Northeasterly prolongation of the Southeasterly line of Arkins Ct.;

thence along said Northeasterly prolongation, N44°54'33"E, 80.08 feet to a point on the Northeasterly line of said deeded strip, said point being the beginning of a non-tangent curve, concave Northeasterly, to which point a radial line bears S47°37'54"W, 533.69 feet;

thence Southeasterly, along said Northeasterly line and along said curve, through a central angle of 02°29'51", 23.26 feet;

thence continuing along said Northeasterly line, S44°51'57"E, 317.74 feet to the most Westerly corner of a parcel of land conveyed by the City and County of Denver to Union Pacific Railroad Company by Special Warranty Deed, dated April 20, 1959, UPRRCo. L.P.D.A. No. 6458;

thence along the Northwesterly line of said deeded parcel, N44°54'33"E, 342.50 feet to the most Northerly corner of said deeded parcel, said corner also being on the Southeasterly line of a parcel of land conveyed by Union Pacific Railroad Company to City and County of Denver by Warranty Deed, dated February 26, 1959, UPRRCo. L.S.D.A. No. 2777;

thence along the Southeasterly line of said deeded parcel, N44°54'33"E, 839.35 feet to the most Easterly corner of said deeded parcel, said corner also being 600 feet distant Southerly, measured at right angles from the East-West centerline of the NW 1/4 of said Section 23;

thence parallel with said East-West centerline, S89°58'48"E, 51.52 feet to the Northwest corner of Parcel No. 4, as described in a Warranty Deed conveyed by Union Pacific Land Resources Corporation to Anderson, Clayton & Co, dated December 21, 1977, UPLRC Audit No. C-440-1;

thence along the Northwesterly line of said Parcel 4 and along the Northwesterly line of Parcel No. 2 of said Warranty Deed, S44°54'33"W, 504.80 feet to the most Westerly corner of said Parcel No. 2;

thence along the Southwesterly line of said Parcel No. 2, S45°05'27"E, 185.00 feet to the most Southerly corner of said Parcel No. 2;

thence along a Southeasterly line of said Parcel No. 2, N44°54'33"E, 385.00 feet;

thence along a Southwesterly line of said Parcel No. 2, S45°05'27"E, 30.00 feet to a point on the Northwesterly line of Parcel No. 1 of said Warranty Deed;

thence along said Northwesterly line of Parcel No. 1, S44°54'33"W, 127.00 feet to the most Northerly corner of a parcel of land conveyed by Union Pacific Railroad Company to Jay L. Ambrose and Ida Ambrose by Warranty Deed, dated June 14, 1949, UPRRCo. L.S.D.A. No. 1799; thence along the Northwesterly line of said deeded parcel, S44°54'33"W, 391.33 feet to the most Westerly corner of said deeded parcel, said corner also being the Northerly corner of a parcel of land conveyed by Union Pacific Land Resources Corporation to Resco, Inc., by Special Warranty Deed dated April 16, 1973, UPLRC Deed Audit No. 1012;

thence along the Northwesterly line of said deeded parcel S44°54'19"W, 278.86 feet to the beginning of a tangent curve, concave Southeasterly having a radius of 320.00 feet; thence Southwesterly and Southerly along said Northwesterly line and along the Westerly line of said deeded parcel and along said curve through a central angle of 63°25'11", 354.20 feet to the most Westerly corner of Parcel 4, as described in a Substitute Quit Claim Deed conveyed by Union Pacific Railroad Company and The Chase Manhattan Bank to Union Pacific Land Resources Corporation, UPRRCo. L.S.D.A. No. 5058, said corner also being on a curve, concave



Northeasterly, having a radius of 320.00 feet; thence Southeasterly along said curve having a radius of 320.00 feet, through a central angle of 5°52'00", 32.77 feet, more or less, to a point on the Northwestern line of a parcel of land conveyed by Union Pacific Railroad Company to Kraft Foods Company by Warranty Deed dated May 28, 1946, UPRRCo. L.S.D.A. No. 1511; thence S44°54'33"W along said Northwestern line, a distance of 5.15 feet to the most Westerly corner of said parcel of land conveyed by Warranty Deed dated May 28, 1946, UPRRCo. L.S.D.A. No. 1511; thence along the Southwesterly line of said deeded parcel, S28°39'11"E, 83.93 feet; thence continuing along said Southwesterly line, S45°05'27"E, 80.00 feet to a point on the Northwestern line of Brighton Boulevard; thence along said Northwestern line, S44°54'33"W, 65.5 feet to the POINT OF BEGINNING.

B. That part of the NW 1/4 SW 1/4 of Section 23, Township 3 South, Range 68 West of the 6th P.M., described as follows: BEGINNING at the intersection of the Northwestern line of Brighton Boulevard and the centerline of vacated 39th Street; thence Northeasterly along said Northwestern line of Brighton Boulevard, 283.4 feet; thence Northwesternly at right angles with said Northwesternly line 69.55 feet; thence Northeasterly, parallel with said Northwesternly line of Brighton Boulevard, 46 feet; thence Northwesternly at right angles 133.95 feet to a point 203.5 feet from said Northwesternly line of Brighton Boulevard; thence Southwesterly, parallel to said Northwesternly line of Brighton Boulevard, 329.4 feet to the centerline of vacated 39th Street; thence Southeasterly along said centerline 203.5 feet to the POINT OF BEGINNING.

B-1. A rectangular tract of land situated in the N 1/2 SW 1/4 of Section 23, Township 3 South, Range 68 West of the 6th P.M., bounded and described as follows: BEGINNING at the most Easterly corner of that certain parcel of land heretofore conveyed by Union Pacific Railroad Company to Pepsi-Cola Bottling Company of Denver by Warranty Deed dated October 30, 1951, which is a point 409 feet 7 inches, more or less distant Northeasterly from the Northeasterly line of vacated 39th Street (formerly St. Mary's Street) in said City, measured along the Northwesternly line of Brighton Boulevard; thence Northwesternly along the Northeasterly line of said parcel heretofore conveyed to Pepsi-Cola Bottling Company of Denver, which is a straight line at right angles to the Northwesternly line of Brighton Boulevard, a distance of 200 feet to a point in the Southeasterly line of that certain parcel of land heretofore conveyed by Union Pacific Railroad Company to the City and County of Denver, by Warranty Deed dated July 15, 1932; thence Northeasterly at right angles, along the Southeasterly line of said Parcel heretofore conveyed to the City and County of Denver, a distance of 59 feet 5 inches; thence Southeasterly, at right angles, a distance of 200 feet to a point in said Northwesternly line of Brighton Boulevard; thence Southwesterly along the Northwesternly line of Brighton Boulevard, a distance of 59 feet 5 inches to the POINT OF BEGINNING.

B-2. A parcel of land situate in the W 1/2 of Section 23, Township 3 South, Range 68 West of the 6th P.M., bounded and described as follows:

COMMENCING at the intersection of the Northeasterly right of way line of 40th Street, produced Northwesterly, with the Northwesterly right of way line of Brighton Boulevard; thence Northeasterly along said Northwesterly right of way line, 355.00 feet to the most Easterly corner of a parcel of land conveyed by Union Pacific Railroad Company to Kraft Foods Company by Warranty Deed dated May 28, 1946, and identified as UPRRCo. L.S.D.A. No. 1511; thence Northwesterly along the Northeasterly line of said deeded parcel 160.50 feet to the most Northerly corner thereof and the TRUE POINT OF BEGINNING; thence Southwesterly along the Northwesterly line of said deeded parcel, 271.6 feet to a point 5.15 feet distant Northeasterly, measured along said Northwesterly line, from the Southerly corner of Parcel 4, as described in Substitute Quitclaim Deed from Union Pacific Railroad Company and The Chase Manhattan Bank to Union Pacific Land Resources Corporation, and identified as UPLRC Audit No. 24296-2, said point being on a nontangent curve, concave Northeasterly, having a radius of 320.00 feet; thence Northerly along said curve, through a central angle of 5°52'00", 32.77 feet, more or less, to the Southerly corner of a parcel of land conveyed by Union Pacific Land Resources Corporation to Resco, Inc., by Special Warranty Deed dated April 16, 1973, and identified as UPLRC D.A. No. 1012; thence Northeasterly along the Southeasterly line of said deeded parcel, 564.28 feet to the most Easterly corner thereof; thence Southeasterly along the Northeasterly line of said Parcel 4, 30.00 feet to the most Northerly corner of a parcel of land conveyed by Union Pacific Railroad Company to A. A. Vickers by Quitclaim deed dated April 11, 1940, and identified as UPRRCo. L.S.D.A. No. 916; thence Southwesterly along the Northwesterly line of said deeded parcel, 180.00 feet to the most Northerly corner of Parcel II as described in deed from Union Pacific Land Resources Corporation to Western Grocers, Inc., dated March 21, 1983 and identified as Document Audit No. 35551; thence along the Northwesterly line of said Parcel II the following three (3) courses:  
 1) Southwesterly, 41.10 feet;  
 2) On an angle deflecting to the right of 89°57'52", 1.10 feet;  
 3) On an angle deflecting to the left of 89°49'17", 38.90 feet to the most Northerly corner of Parcel I of said Deed dated March 21, 1983; thence along the Northwesterly line of said Parcel I the following three (3) courses:  
 1) Southwesterly, 41.20 feet;  
 2) On an angle deflecting to the left of 90°10'43", 1.30 feet;  
 3) On an angle deflecting to the right of 90°02'08", 3.80 feet to the TRUE POINT OF BEGINNING.

C. That part of the NW 1/4 SW 1/4 of Section 23, Township 3 South, Range 68 West of the 6th P.M., described as follows: BEGINNING at a point on the Northwesterly line of Brighton Boulevard which is 283.4 feet Northeasterly from the centerline of vacated 39th Street; thence Northwesterly at right angles a distance of 69.55 feet; thence Northeasterly parallel with the Northwesterly line of Brighton Boulevard, a distance of 46 feet; thence Northwesterly at right angles 133.95 feet to a point 203.5 feet from said Northwesterly line of Brighton Boulevard; thence Northeasterly parallel with the Northwesterly line of Brighton Boulevard, a distance of 60 feet;

thence Southeasterly at right angles with the Northwestern line of Brighton Boulevard, a distance of 3.5 feet;  
thence Northeasterly, parallel with the Northwestern line of Brighton Boulevard, 60 feet;  
thence Southeasterly at right angles with the Northwestern line of Brighton Boulevard, 200 feet to said Northwestern line;  
thence Southwesterly along the Northwestern line of Brighton Boulevard, a distance of 166 feet to the POINT OF BEGINNING.

- D. Lots 1 to 32,  
Block 30,  
TOGETHER WITH Vacated Alley in Block 30,  
ST. VINCENTS ADDITION.
- E. Lots 1 to 9 and Lots 18 to 26,  
Block 39,  
ST. VINCENTS ADDITION SECOND FILING and,  
Lots 21 to 25 and unnumbered part of Lot 26,  
Block 8,  
IRONTON,  
TOGETHER WITH that portion of the vacated alley in said blocks lying between said lots.
- F. Lots 10 to 13, both inclusive,  
Block 39,  
ST. VINCENTS ADDITION SECOND FILING  
according to the recorded Plat thereof.
- G. Lots 13 to 16, both inclusive,  
Block 8,  
IRONTON,  
TOGETHER WITH the 1/2 of vacated alley adjacent to said lots 13 to 16, according to the recorded Plat thereof.
- I. That part of the W 1/2 of Section 23, Township 3 South, Range 68 West, of the 6th P.M., located within boundaries described as follows:  
BEGINNING at a point that is 349.7 feet Northeasterly from the Northeasterly line of 39th Street vacated and 200 feet Northwesternly from the Northwesternly right-of-way line of Brighton Boulevard;  
thence Northeasterly and parallel with the said Northwesternly line of Brighton Boulevard a distance of 150 feet to the Southwesterly right-of-way line of the Union Pacific Railroad Company;  
thence Northwesternly on said Southwesterly right-of-way line a distance of 750 feet, more or less, to intersection with the Northeasterly extension of the Southeasterly line of Arkins Court (formerly Evans Street) as platted in St. Vincents Addition; thence Southwesterly on the said Northeasterly extension of the Southeasterly line of Arkins Court to a point that is 144.37 feet Northeasterly from the Northeasterly line of 39th Street;  
thence Southeasterly a distance of 462.86 feet, more or less, to a point on a line that is 349.7 feet Northeasterly from and parallel with 39th Street vacated;  
thence Southeasterly on said parallel line to the POINT OF BEGINNING.
- J. That part of the W 1/2 of Section 23, Township 3 South, Range 68 West of the 6th P.M., more particularly described as follows:  
COMMENCING at the intersection of the Northeasterly line of 40th Street extended and the Northwesternly line of Brighton Boulevard;  
thence along said Northwesternly line of Brighton Boulevard, North 44°54'33" East, a distance of 660.0 feet;

thence North 44°50'52" West, a distance of 190.50 feet to the Southeast corner of that certain parcel of land heretofore conveyed by Union Pacific Railroad Company to Jay L. Ambrose and Ida Ambrose by Warranty Deed dated June 14, 1949, U.P.R.R.Co. L.S.D.A. No. 1799, recorded in Book 9205 at page 269 of said City and County of Denver, said corner being the TRUE POINT OF BEGINNING;  
 thence along a line that is parallel with said Northwesternly line of Brighton Boulevard, South 44°54'33" West, a distance of 564.28 feet, to the beginning of a non-tangent curve; concave Northeasterly, the center of which bears North 71°29'08" East, a distance of 320.0 feet, said beginning of non-tangent curve is 20.0 feet measured radially, from the centerline of a spur track;  
 thence Northerly along said curve, through an angle of 63°25'11", an arc distance of 354.20 feet;  
 thence tangent to said curve and parallel with said spur track North 44°54'19" East, a distance of 278.86 feet to the Southwesterly line of said conveyed parcel (Book 9205, Page 269);  
 thence along said Southwesterly line, South 44°50'52" East, a distance of 176.86 feet to the TRUE POINT OF BEGINNING.

K-I. A parcel of land situate in the SW 1/4 of Section 23, Township 3 South, Range 68 West of the 6th P.M., bounded and described as follows:  
 COMMENCING at the point of intersection of the Northeasterly right of way line of 40th Street produced Northwesternly and the Northwesternly right of way line of Brighton Boulevard;  
 thence Northeasterly along said Northwesternly right of way line of Brighton Boulevard, a distance of 355.0 feet to the Northeasterly corner of that certain parcel of land described in Book 9067 at Page 279, City and County of Denver Records  
 said Point being the TRUE POINT OF BEGINNING;  
 thence continuing Northeasterly along said Northwesternly right of way line of Brighton Boulevard, a distance of 45.00 feet to a point on the Southwesterly line of vacated 41st Street (formerly known as Cottage Avenue);  
 thence on an angle deflecting to the left of 90°00'00" along said Southwesterly line of vacated 41st Street, a distance of 161.70 feet;  
 thence on an angle deflecting to the left of 89°51'25", a distance of 41.20 feet;  
 thence on an angle deflecting to the left of 90°10'43" a distance of 1.30 feet to a point 8.50 feet distant Southeasterly measured at right angles from the centerline of Union Pacific Railroad Company's ICC Track No. 116;  
 thence on an angle deflecting to the right of 90°02'08" parallel with said track, a distance of 3.80 feet to the Northwesternly corner of said parcel described in Book 9067 at page 279;  
 thence on an angle deflecting to the left of 90°00'00" along the Northeasterly line of said deeded parcel, a distance of 160.50 feet to the TRUE POINT OF BEGINNING.

K-II. A parcel of land situate in the Southwest quarter (SW 1/4) of Section 23, Township 3 South, Range 68 West of the Sixth Principal Meridian, bounded and described as follows:  
 COMMENCING at the point of intersection of the Northeasterly right-of-way line of 40th Street produced Northwesternly and the Northwesternly right-of-way line of Brighton Boulevard;  
 thence Northeasterly along said Northwesternly right-of-way line of Brighton Boulevard, a distance of 400.0 feet to a point on the Southwesterly line of vacated 41st Street (formerly known as Cottage Avenue), said point being the TRUE POINT OF BEGINNING;  
 thence continuing Northeasterly along said Northwesternly right-of-way line of Brighton Boulevard, a distance of 80.0 feet to the Southeasterly corner of that certain parcel of

land described in Book 1508 at Page 627, Tract "A", City and County of Denver Records;  
thence on an angle deflecting to the left of 90°00'00", along the Southwesterly line of said Tract "A" and the Southwesterly line of Tract "B" described in said Book 1508 at Page 627, a distance of 160.50 feet to the Southwesterly corner of said Tract "B", said point being 8.50 feet distant Southeasterly, measured at right angles, from the centerline of Union Pacific Railroad Company's ICC Track No. 116;  
thence on an angle deflecting to the left of 90°00'00", parallel with said centerline of ICC Track No. 116, a distance of 41.10 feet;  
thence on an angle deflecting to the right of 89°57'52", a distance of 1.10 feet;  
thence on an angle deflecting to the left of 89°49'17", a distance of 38.90 feet, to a point on said Southwesterly line of vacated 41st Street;  
thence on an angle deflecting to the left of 90°08'35" along said Southwesterly line of vacated 41st Street, a distance of 161.70 feet to the TRUE POINT OF BEGINNING.

K-III. A piece or parcel of land situated in the North half of the Southwest quarter of Section 23, Township 3 South, Range 68 West of the 6th P.M., described as follows:  
BEGINNING at the point of intersection of the Northwestern line of Brighton Boulevard, with the Northeasterly line of 40th Street (Produced) in the City and County of Denver;  
thence Northeasterly along said Northwestern line of Brighton Boulevard a distance of 480 feet to the TRUE POINT OF BEGINNING;  
thence Northeasterly along said Northwestern line a distance of 180 feet to a point;  
thence Northwesterly and at right angles to said Northwesterly line a distance of 160.5 feet to a point;  
thence Southwesterly and parallel with said Northwesterly line a distance of 180 feet to a point;  
thence Southeasterly and at right angles to said Northwesterly line a distance of 160.5 feet to the TRUE POINT OF BEGINNING.

Parcel owned by Richard L. Gooding:

H. A piece or Parcel of land, with the buildings and improvements thereon, situate in the Southwest Quarter (SW 1/4) of Section Twenty-Three (23) Township Three (3) South, Range Sixty-Eight (68) West of the Sixth Principal Meridian, described as follows, to-wit:  
BEGINNING at a point in the Northwestern line of Brighton Boulevard that is fifty-four and five-tenths (54.5) feet distant Northeasterly from the Northeasterly line, produced Northwesterly, of 40th Street, measured along said Northwesterly line;  
thence Northeasterly along said Northwesterly line of Brighton Boulevard a distance of Three Hundred and five-tenths (300.5) feet to a point;  
thence Northwesterly along a straight line at right angles to said Northwesterly line of Brighton Boulevard a distance of One Hundred Sixty and five-tenths (160.5) feet to a point;  
thence Southwesterly along a straight line that is parallel with and One Hundred Sixty and five-tenths (160.5) feet distant Northwesterly, measured at right angles from said Northwesterly line of Brighton Boulevard, a distance of Two Hundred Seventy-six and Seventy-five Hundredths (276.75) feet to a point;  
thence Southeasterly along a straight line a distance of Eight-three and Ninety-three Hundredths (83.93) feet, more or less, to a point that is Eighty (80) feet distant Northwesterly from said Northwesterly line of Brighton

Boulevard, measured along a straight line at right angles thereto at a point thereon that is Fifty-four and Five-tenths (54.5) feet distant Northeasterly from the Northeasterly line, produced Northwesterly of 40th Street, measured along said Northwesterly line; thence Southeasterly along a straight line at right angles to said Northwesterly line of Brighton Boulevard a distance of Eighty (80) feet to the POINT OF BEGINNING.

EXHIBIT B  
TO LEASE AGREEMENT

Liens and Encumbrances on Premises

Parcel A:

1. Easement and right of way of the City and County of Denver to construct, maintain, and remove sewers, water pipes and appurtenances within those portions of subject property lying in vacated 39th Street, Delgany Street, Chestnut Street and alleys in Blocks 36, 37 and 38, St. Vincents Addition Second Filing as reserved by Vacation Ordinance No. 170, Series of 1929 (unrecorded) and by instrument recorded December 27, 1937 in Book 5175 at Page 224.
2. Easement and right of way of "owners" to maintain and operate existing electric light and power lines, telephone lines, gas mains and pipes within those portions of subject property lying in vacated Delgany Street and in vacated 39th Street Southeasterly of the produced Northwesterly line of Delgany Street, as reserved by instrument recorded December 27, 1937 in Book 5175 at Page 224.
3. Agreement between Union Pacific Railroad Company and The National Fuse and Powder Company, dated as of August 9, 1929, referred to in Deed from The National Fuse and Powder Company to Gooding Investment Company, recorded February 20, 1964 in Book 9188 at Page 275.
4. Easement in favor of the Public Service Company of Colorado for a distribution line as disclosed in Deed recorded February 20, 1964 in Book 9188 at Page 275.
5. Terms, agreements, provisions, conditions and obligations as contained in Conditional Extended Sanitary Sewer Permit, recorded September 30, 1985 as Reception No. 071193.

Parcel A-1:

1. Easement and right of way for gas service lines, as granted to Public Service Company of Colorado by the City and County of Denver, by instrument recorded August 16, 1974 in Book 931 at Page 79, affecting the following described property:  
Considering the Northwesterly line of Brighton Boulevard as bearing N44°54'30"E with all bearings contained herein relative thereto.  
An easement 10 feet in width located in the SW¼ of Section 23, Township 3 South, Range 68 West of the 6th P.M., the centerline of which is described as follows:  
Commencing at the point of intersection of the Northwesterly line of Brighton Boulevard and the Northeasterly line of 40th Street extended; thence N44°54'30"E, along the Northwesterly line of Brighton Boulevard a distance of 14.8 feet; thence N45°05'30"W, a distance of 200 feet to the True Point of Beginning; thence continuing N45°05'30"W, a distance of 270.75 feet; thence N61°06'30"W, a distance of 111.16 feet; thence N72°15'30" West, a distance of 446.43 feet; thence S45°15'30"W, a distance of 114.24 feet; thence S44°44'30"E, a distance of 18.6 feet to the point of terminus.
2. All minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual rights to explore for, remove and dispose of, said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the lands and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Grantee, its successors and assigns as conveyed to Union Pacific Land Resources Corporation, a Utah Corporation by Union Pacific Railroad Company, a Utah Corporation in Mineral Deed recorded August 6, 1984 in Book 3166 at Page 103, any and all rights and interests thereunder.
3. Agreement dated October 5, 1955 between the Union Pacific Railroad Company and Public Service Company of Colorado covering the construction, maintenance and operation of an overhead power wire line as disclosed by Deed recorded August 27, 1984 in Book 3183 at Page 350.
4. Agreement dated December 30, 1974 between the Union Pacific Railroad Company and Public Service Company of Colorado covering the construction, maintenance and operation of a 3 inch underground natural gas line as disclosed by Deed recorded August 27, 1984 in Book 3183 at Page 350.



5. Easement and right of way for railroad trackage purposes, as reserved by Union Pacific Railroad Company in the Deed to Pepsi-Cola Bottling Company of Denver, recorded August 27, 1984 in Book 3183 at Page 350, affecting the following described property:
- Parcel A
- A parcel of land situate in the W $\frac{1}{4}$  of Section 23, Township 3 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, bounded and described as follows: Beginning at a point on the Northwestern line of Brighton Boulevard that is 498.8 feet distant Northeasterly from the Northeasterly line of vacated 39th Street, as measured along said Northwestern line; thence N44°51'57"W, 200.00 feet to the most Easterly corner of a parcel of land conveyed by Union Pacific Railroad Company to City and County of Denver by Warranty Deed, dated July 15, 1932, UPRRCo. L.S.D.A. No. 611; thence along the Northeasterly line of said deeded parcel, N45°05'27"W, 267.00 feet to the most Northerly corner thereof; thence along the Northwestern line of said deeded parcel, S44°54'33"W, 13.05 feet, more or less, to the most Southerly corner of a strip of land conveyed by the City and County of Denver to Union Pacific Railroad Company by Quitclaim Deed dated November 10, 1942, UPRRCo. L.P.D.A. No. 4777; thence along the Southwesterly line of said deeded strip, the following four (4) courses:
- 1) N44°51'57"W, 101.56 feet;
  - 2) N71°11'57"W, 16.23 feet;
  - 3) N44°51'57"W, 351.92 feet to the beginning of a curve, concave Northeasterly, having a radius of 613.69 feet;
  - 4) Northwesternly, along said curve, through a central angle of 02°08'32", 22.95 feet, more or less, to a point on the Northeasterly prolongation of the Southeasterly line of Arkins Ct.; thence along said Northeasterly prolongation, N44°54'33"E, 45.04 feet to the beginning of a nontangent curve, concave Northeasterly, to which point a radial line bears S47°27'50"W, 568.69 feet; thence Southeasterly along said curve, through a central angle of 02°19'47", 23.12 feet; thence S44°51'57"E, 317.88 feet; thence N44°54'33"E, 10.00 feet; thence S44°51'57"E, 417.00 feet; thence S45°26'19"E, 200.00 feet, more or less, to a point on the Northwestern line of Brighton Boulevard; thence along said Northwestern line, S44°54'33"W, 35.70 feet to the Point of Beginning.
6. Easement and right of way to construct, operate, maintain, repair and replace utility lines, as granted to Public Service Company of Colorado by Pepsi Cola Bottling Company of Denver, a Colorado Corporation, by instrument recorded September 6, 1985 as Reception No. 062115, affecting the following described property: Commencing at the Southern most corner of Block 38, St. Vincents Addition (said point also being the Northern most corner of the intersection of 38th Street and Brighton Boulevard) thence North 44°54'33" East along the Southeast line of said Block 38 and along the Northwest line of Brighton Boulevard, a distance of 1346.85 feet to the Point of Beginning; thence North 44°50'52" West, a distance of 300.00 feet; thence South 45°09'08" West, a distance of 183.00 feet; thence North 44°50'52" West, a distance of 113.00 feet; thence South 45°09'08" West, a distance of 220.00 feet; thence North 44°47'12" West, a distance of 543.28 feet to a point of terminus on the Southeasterly line of Arkins Court. The easement is 10 feet in width.

7. Easement and right of way for water drainage facilities, together with rights of ingress and egress and together with its terms, agreements, provisions, conditions and obligations, as granted to the City and County of Denver, by Pepsi-Cola Bottling Company of Denver by Deed of Easement recorded February 24, 1986 as Reception No. 031898, described as follows:  
A strip of land lying in the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 23, Township 3 South, Range 68 West of the 6th P.M., City and County of Denver, State of Colorado, being 55 feet in width and lying 27.5 feet on each side of the following described centerline:  
Beginning on the Northwesterly line of Brighton Boulevard (formerly St. Vincent Avenue as platted in St. Vincent's Addition) 430.1 feet Northeasterly from the Northeasterly line of vacated 39th Street (formerly St. Mary's Street as platted in said St. Vincents Addition) thence Northwesterly and parallel with said vacated 39th Street 567 feet; thence Northwesterly to the Northeasterly extension of the Southeasterly line of Arkins Court (formerly Evans Street as platted in said St. Vincents Addition) 217 feet Northeasterly from the Northeasterly line of said vacated 39th Street; Lengthening and shortening the sidelines to being on said Northwesterly line of Brighton Boulevard and to terminate on said Northeasterly extension of the Southeasterly line of Arkins Court.
8. Terms, agreements, provisions, conditions and obligations as contained in Conditional Extended Sanitary Sewer Permit, recorded September 30, 1985 as Reception No. 071193.

Parcel B:

1. All coal, oil and other minerals, within or underlying approximately the Southeasterly 160.5 feet of subject property, intending thereby any and all inorganic substances (including oil and natural gas) known to exist at the time of the reservation or thereafter discovered upon or beneath the surface having sufficient value separated from their situs as a part of the earth to be mined, pumped, quarried, dug or otherwise removed for their own sake or their own special uses, together with the right to remove any and all such substances, the earth or any other matter containing same, necessary or convenient in the removal thereof, all reserved by Union Pacific Railroad Company, a Utah Corporation in the Deed to Pepsi-Cola Bottling Company of Denver, a Limited Partnership, recorded January 29, 1946 in Book 5994 at Page 472, and any interest therein or rights thereunder.

2. Covenants, Conditions and Restrictions which do not contain a forfeiture or reverter clause, but omitting restrictions, if any, based on race, color, religion or national origin, as set forth in the Deed from Union Pacific Railroad Company, a Utah Corporation to Pepsi-Cola Bottling Company of Denver, a Limited Partnership, recorded January 29, 1946 in Book 5994 at Page 472, in the Deed from Union Pacific Railroad Company a Utah Corporation, to Pepsi-Cola Bottling Company of Denver, a Colorado Corporation, recorded October 7, 1950 in Book 6807 at Page 312, providing substantially as follows:
  - a. All buildings and other structures erected upon the premises hereinbefore described shall be of substantial design and construction and of a design and type satisfactory to the party of the first part. The roof of each such building shall be of fire-resistive material and when any building is without solid foundation the opening between the ground and the floor thereof shall be covered with fire-resistive material.
  - b. The party of the second party, its successors and assigns, shall not, without the written consent of the party of the first part, construct or permit the construction of any railroad track upon the said premises and no railroad company other than the Union Pacific Railroad Company, its successors and assigns, shall be allowed to use any track now or hereafter upon, or extending to, any part of said premises without the permission in writing of the party of the first part.
  - c. Said premises shall not be used or occupied at any time for any purpose other than for the purposes of the business of manufacturing, wholesaling, jobbing, warehousing or businesses of a kindred nature, for the convenient and economical conduct of which adjacent railroad trackage facilities are ordinarily required.
3. All minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the party of the first part its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the party of the second part, its successors or assigns, as reserved by Union Pacific Railroad Company, a Utah Corporation, to Pepsi-Cola Bottling Company of Denver, a Colorado Corporation recorded October 7, 1950 in Book 6807 at Page 312.  
(affects the Northwesterly 43 feet of subject property)
4. Easement over and across the above described parcel of land for the construction, operation, maintenance, repair, renewal and reconstruction of an industry track of said Union Pacific Railroad Company to serve the business of the party of the second part, its successors and assigns, and the business of others now or hereafter located on premises Southwesterly of the described land, which may be served by the extension of said track, together with the right of ingress and egress upon said described land, and upon the lands adjacent thereto, for the purpose of constructing, operating, maintaining, repairing, renewing and reconstructiong said industry track, as reserved by Union Pacific Railroad Company, a Utah Corporation, in the Deed to Pepsi-Cola Bottling Company of Denver, a Colorado Corporation, recorded October 7, 1950 in Book 6807 at Page 312.  
(Affects Northwesterly 43 feet of subject property)

5. Easement and right of way of the City and County of Denver to construct, maintain and remove sewers, water pipes and appurtenances within those portions of subject property lying in vacated 39th Street, Chestnut Street and alleys in Blocks 36, 37 and 38, St. Vincents as reserved by Vacation Ordinance No. 170 Series of 1929 (unrecorded) and by instrument recorded December 27, 1937 in Book 5175 at Page 224.
6. Easement and right of way of "Owners" to maintain and operate existing electric light and power lines, telephone lines, gas mains and pipes within those portions of subject property lying in vacated 39th Street Southeasterly of the produced Northwesterly line of Delgany Street, as reserved by instrument recorded December 27, 1937 in Book 5175 at Page 224.
7. Easement and right of way for the installation, construction, reconstruction, maintenance, operation, control and use of electric conductors, conduit, equipment and related facilities in and through the electric service system, including conduit and direct buried cable, as located and installed at the time of the grant, or as to be thereafter located and installed, from the point where such electric service system enters the premises to the points of delivery at the meter or meters or other points shown on the diagram recorded with the instrument, together with the right to enter upon the subject premises and the improvements thereon at all times and as reasonably necessary to the exercise of the rights granted, all as granted to Public Service Company of Colorado, a Colorado Corporation from Pepsi-cola Bottling Company of Denver, a Colorado Corporation, by the instrument recorded December 8, 1967 in Book 9819 at Page 507.
8. Terms, agreements, provisons, conditions and obligations as contained in Conditional Extended Sanitary Sewer Permit, recorded September 30, 1985 as Reception No. 071193.

Parcel B-1:

1. All minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil, and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to said Union Pacific Railroad Company, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the party of the second part, his heirs or assigns, as reserved by Union Pacific Railroad Company in Deed to James A. Gooding, Jr. recorded November 13, 1959 in Book 8436 at Page 16.

2. Covenants, Conditions and Restrictions which do not contain a forfeiture or reverter clause, but omitting restrictions, if any, based on race, color, religion or national origin as set forth in the Deed from Union Pacific Railroad Company a Utah Corporation to James A. Gooding, Jr., recorded November 13, 1959, in Book 8436 at Page 16, providing substantially as follows:
  - a. All buildings and other structures erected upon the premises hereinbefore described shall be of substantial design and construction and of a design and type satisfactory to the party of the first part. The roof of each such building shall be of fire-resistive material and when any building is without solid foundation the opening between the ground and the floor thereof shall be covered with fire-resistive material.
  - b. The party of the second party, its successors and assigns, shall not, without the written consent of the party of the first part, construct or permit the construction of any railroad track upon the said premises and no railroad company other than the Union Pacific Railroad Company, its successors and assigns, shall be allowed to use any track now or hereafter upon, or extending to, any part of said premises without the permission in writing of the party of the first part.
  - c. Said premises shall not be used or occupied at any time for any purpose other than for the purposes of the business of manufacturing, wholesaling, jobbing, warehousing or businesses of a kindred nature, for the convenient and economical conduct of which adjacent railroad trackage facilities are ordinarily required.
3. Easement over and across the above described parcel of land for the construction, operation, maintenance, repair, renewal and reconstruction of an industry track of said Union Pacific Railroad Company to serve the business of the party of the second part, its successors and assigns, and the business of others now or hereafter located on premises Southwesterly of the described land, which may be served by the extension of said track, together with the right of ingress and egress upon said described land, and upon the lands adjacent thereto, for the purpose of constructing, operating, maintaining, repairing, renewing and reconstructiong said industry track, as reserved by Union Pacific Railroad Company, a Utah Corporation, in the Deed to James A. Gooding, Jr., recorded November 13, 1959 in Book 8436 at Page 16.  
(Affects the Northwesterly 39½ feet of subject property).
4. Agreement, dated May 24, 1932, identified in the records of the Grantor as C.D. No. 19074, Audit No. 36479, between the Grantor and the City and County of Denver, wherein the Grantor granted to the City and County of Denver the right to construct and thereafter to maintain a 10-foot storm sewer, known as the "Park Hill Storm Sewer" along, across, and underneath the surface of certain property including a portion of the property hereinabove described as reserved in Deed to James A. Gooding, Jr., recorded November 13, 1959 in Book 8436 at Page 16.

5. Agreement dated January 3, 1956, identified in the records of the Grantor as C.D. No. 37029-1, Audit No. A-77150, between the Grantor and Public Service Company of Colorado, a Corporation of the State of Colorado, wherein the Grantor granted to said Public Service Company of Colorado the right to maintain and operate a guy pole, guy wire, and anchor over and upon a portion of the property above described, as reserved in Deed to James A. Gooding, Jr., recorded November 13, 1959 in Book 8439 at Page 16.
6. Easement and right of way for water drainage facilities, together with rights of ingress and egress and together with its terms, agreements, provisions, conditions and obligations, as granted to the City and County of Denver, by Pepsi-Cola Bottling Company of Denver by Deed of Easement recorded February 24, 1986 as Reception No. 031898, described as follows:  
A strip of land lying in the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 23, Township 3 South, Range 68 West of the 6th P.M., City and County of Denver, State of Colorado, being 55 feet in width and lying 27.5 feet on each side of the following described centerline: Beginning on the Northwesterly line of Brighton Boulevard (formerly St. Vincent Avenue as platted in St. Vincent's Addition) 430.1 feet Northeasterly from the Northeasterly line of vacated 39th Street (formerly St. Mary's Street as platted in said St. Vincents Addition) thence Northwesterly and parallel with said vacated 39th Street 567 feet; thence Northwesterly to the Northeasterly extension of the Southeasterly line of Arkins Court (formerly Evans Street as platted in said St. Vincents Addition) 217 feet Northeasterly from the Northeasterly line of said vacated 39th Street; Lengthening and shortening the sidelines to being on said Northwesterly line of Brighton Boulevard and to terminate on said Northeasterly extension of the Southeasterly line of Arkins Court.
7. Terms, agreements, provisions, conditions and obligations as contained in Conditional Extended Sanitary Sewer Permit, recorded September 30, 1985 as Reception No. 071193.

Parcel B-2:

1. All minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the lands and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Grantee, its successors and assigns as reserved by Union Pacific Land Resources Corporation in the deed to Union Pacific Railroad Company, a Utah Corporation, recorded May 7, 1984 in Book 3091 at Page 255, and any and all rights and interest thereunder.

2. Easement and right of way for railroad trackage purposes, over the Northeasterly 180.0 feet of subject property as reserved by Union Pacific Railroad Company, a Utah Corporation in Deed to Pepsi Cola Bottling Company of Denver, a Colorado Corporation recorded August 27, 1984 in Book 3183 at Page 350.
3. Easement and right of way to construct, operate, maintain, repair and replace utility lines, as granted to Public Service Company of Denver by Pepsi Cola Bottling Company of Denver, a Colorado Corporation, in the instrument recorded September 6, 1985 as Reception No. 062115, affecting the following described property: Commencing at the Southern most corner of Block 38, St. Vincents Addition (said point also being the Northern most corner of the intersection of 38th Street and Brighton Boulevard) thence North 44°54'33" East along the Southeast line of said Block 38 and along the Northwest line of Brighton Boulevard, a distance of 1346.85 feet to the Point of Beginning; thence North 44°50'52" West, a distance of 300.00 feet; thence South 45°09'08" West, a distance of 183.00 feet; thence North 44°50'52" West, a distance of 113.00 feet; thence South 45°09'08" West, a distance of 220.00 feet; thence North 44°47'12" West, a distance of 543.28 feet to a point of terminus on the Southeasterly line of Arkins Court. The easement is 10 feet in width.
4. Terms, agreements, provisions, conditions and obligations as contained in Conditional Extended Sanitary Sewer Permit, recorded September 30, 1985 as Reception No. 071193.

Parcel C:

1. All coal, oil and other minerals, within or underlying approximately the Southeasterly 160.5 feet of subject property intending thereby any and all inorganic substances (including oil and natural gas) known to exist at the time of the reservation or thereafter discovered upon or beneath the surface having sufficient value separated from their situs as a part of the earth to be mined, pumped, quarried, dug or otherwise removed for their own sake or their own special uses, together with the right to remove any and all substances, the earth or any other matter containing same, necessary or convenient in the removal thereof, all reserved by Union Pacific Railroad Company, a Utah Corporation, in the Deed to Pepsi-Cola Bottling Company of Denver, a Limited Partnership, recorded January 29, 1946 in Book 5994 at Page 472, and any interests therein or rights thereunder.

2. covenants, conditions and restrictions which do not contain a forfeiture or reverter clause, but omitting restrictions, if any, based on race, color, religion or national origin, as set forth in the Deed from Union Pacific Railroad Company, a Utah Corporation, to Pepsi-Cola Bottling Company of Denver, a Limited Partnership, recorded January 29, 1946 in Book 5994 at Page 472, and in the Deed from Union Pacific Railroad Company, a Utah Corporation, to Pepsi-Cola Bottling Company of Denver, a Colorado Corporation, recorded December 26, 1951 in Book 7041 at Page 436, providing substantially as follows:
- a) All buildings and other structures erected upon the premises hereinbefore described shall be of substantial design and construction and of a design and type satisfactory to the party of the first part. The roof of each such building shall be of fire-resistive material and when any building is without solid foundation the opening between the ground and the floor thereof shall be covered with fire-resistive material.
  - b) The party of the second part, its successors and assigns, shall not, without the written consent of the party of the first part, construct or permit the construction of any railroad track upon the said premises, and no railroad company other than the Union Pacific Railroad Company, its successors and assigns, shall be allowed to use any track now or hereafter upon, or extending to, any part of said premises without the permission in writing of the party of the first part.
  - c) Said premises shall not be used or occupied at any time for any purpose other than for the purposes of the business of manufacturing, wholesaling, jobbing, warehousing or businesses of a kindred nature, for the convenient and economical conduct of which adjacent railroad trackage facilities are ordinarily required.
3. All minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the party of the first part, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the party of the second part, its successors or assigns, and as reserved by Union Pacific Railroad Company, a Utah Corporation, in the Deed to Pepsi-Cola Bottling Company of Colorado, a Colorado Corporation, recorded December 26, 1951 in Book 7041 at Page 436, and any interests therein or rights thereunder.
4. Easement and right of way over and across the above described parcel of land for the construction, operation, maintenance, repair, renewal and reconstruction of an industry track of said Union Pacific Railroad Company to serve the business of the party of the second part, its successors and assigns, and the business of others now or hereafter located on premises Southwesterly of the described land, which may be served by the extension of said track, together with the right of ingress and egress upon said described land, and upon the lands adjacent thereto, for the purpose of constructing, operating, maintaining, repairing, renewing and reconstructing said industry track, as reserved by Union Pacific Railroad Company, a Utah Corporation, in the Deed to Pepsi-Cola Bottling Company of Denver, a Colorado Corporation, recorded December 26, 1951 in Book 7041 at Page 436.  
(Affects Northwesterly 43 feet and Northeasterly 60 feet of subject property).



5. Easement and right of way for the installation, construction, reconstruction, maintenance, operation, control and use of electric conductors, conduit, equipment and related facilities in and through the electric service system, including conduit and direct buried cable, as located and installed at the time of the grant, or as to be thereafter located and installed, from the point where such electric service system enters the premises to the point of delivery at the meter or meters or other points shown on the diagram recorded with the instrument, together with the right to enter upon the subject premises and the improvements thereon at all reasonable times and as reasonably necessary to the exercise of the rights granted, all as granted to Public Service Company of Colorado, a Colorado Corporation from Pepsi-Cola Bottling Company of Denver, a Colorado Corporation, by the instrument recorded December 8, 1967 in Book 9819 at Page 507.
6. Terms, agreements, provisions, conditions and obligations as contained in Conditional Extended Sanitary Sewer Permit, recorded September 30, 1985 as Reception No. 071193.

Parcel D:

1. Easements and rights of way for existing utilities as reserved in the vacation by Ordinance recorded December 28, 1973 in Book 814 at Page 463, across the vacated alley.

Parcel E:

1. Easements and rights of way for existing utilities as reserved to the City and County of Denver in the vacation by Ordinance recorded January 2, 1948, in Book 0-1 at Page 139, as Reception No. 451672, across the vacated alley.

Parcels F & G:

1. Easements and rights of way for existing utilities as reserved to the City and County of Denver, in the vacation by Ordinance recorded January 2, 1948 in Book 0-1 at Page 139 as Reception No. 451672, across the vacated alley.
2. Oil, gas and other minerals in and under the subject property as excepted by Continental Oil Company, a Delaware Corporation in the Deed to Triangle Facilities, Inc., a Delaware Corporation recorded September 28, 1962 in Book 8916 at Page 220, and any and all rights and interest thereunder.

Parcel H:

1. Restrictions, reservations and exceptions as contained in Deed from Union Pacific Railroad Company, a Corporation, to Kraft Foods Company, a Corporation, recorded January 11, 1947, in Book 6159 at Page 342; providing substantially as follows:  
All minerals and all mineral rights of every kind and character now known to exist or hereafter discovered without limiting the generality of the foregoing oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the grantor but without entering upon or using the surface of said lands or to interfere with the use thereof by the grantee; structures erected upon premises shall be of design and construction of as high a standard as other sub-buildings in vicinity; roof shall be of fire resistive material and opening between ground and first floor, if without solid foundation, shall be covered with fire resistive material; second party shall not construct or permit the construction of any railroad track upon the premises, nor shall any railroad company other than the Union Pacific Railroad Company be allowed to use any track now or hereafter constructed upon any part of said premises without the permission in writing of first party; business of manufacturing, wholesaling, jobbing, warehousing or businesses of a kindred nature for usage of which adjacent railroad trackage facilities are ordinarily required.
2. Terms, agreements, provisions, conditions, obligations and easements as contained in Conditional Extended Sanitary Sewer Permit by and between the City and County of Denver, Department of Public Works and Pepsi-Cola Bottling Company of Denver recorded\*September 30, 1985 as Reception No. 71193.

1. Easement and right of way to discharge all smoke, dust, fumes and other matter in the course of operation of plants for smelting or reduction of ores now or hereafter constructed, as reserved by American Smelting and Refining Company in the Deed to the City and County of Denver, recorded July 23, 1920 in Book 3067 at Page 55, in which the specific location of the easement is not defined.
2. Covenants, Conditions, and Restrictions, which do not contain a forfeiture or reverter clause, but omitting restrictions, if any, based on race, color, religion or national origin, as contained in Deed from Union Pacific Railroad Company to the City and County of Denver, recorded September 26, 1932 in Book 4687 at Page 152, providing substantially as follows:  
All buildings and other structures erected upon the premises hereinbefore described shall be of substantial design and construction and of a design and type satisfactory to the grantor. The roof of each such building shall be of fire resistive material and when any building is without solid foundation, the opening between the ground and the floor thereof shall be covered with fire resistive material.  
The grantee, its successors or assigns shall not without the written consent of the grantor, construct or permit the construction of any railroad track upon the said premises and no railroad company other than the grantor, its successors and assigns shall be allowed to use any track now or hereafter upon or extending to any part of said premises without the permission in writing of the grantor.
3. Terms, agreements, provisions, conditions, obligations and easements as contained in Conditional Extended Sanitary Sewer Permit by and between the City and County of Denver, Department of Public Works and Pepsi-Cola Bottling Company of Denver recorded September 30, 1985 as Reception No. 71193.
4. Easement and right of way for constructing and maintaining gas service lines, as granted to Public Service Company of Colorado by the City and County of Denver by instrument recorded August 16, 1974 in Book 931 at Page 79, affecting the following described property:  
An easement 10 feet in width located in the SW $\frac{1}{4}$  of Section 23, Township 3 South, Range 68 West of the 6th P.M., the centerline of which is described as follows:  
Commencing at the point of intersection of the Northwesterly line of Brighton Boulevard and the Northeasterly line of 40th Street extended; thence N44°54'30"E, along the Northwesterly line of Brighton Boulevard a distance of 14.8 feet; thence N45°05'30"W, a distance of 200 feet to the True Point of Beginning; thence continuing N45°05'30"W, a distance of 270.75 feet; thence N61°06'30"W, a distance of 111.16 feet; thence N72°15'30"W, a distance of 446.43 feet; thence S45°15'30"W, a distance of 114.24 feet; thence S44°44'30"E, a distance of 18.6 feet to the point of terminus.

5. Easement and right of way for drainage facilities together with its terms and provisions, as granted to the City and County of Denver by Pepsi-Cola Bottling Company of Denver by instrument recorded February 24, 1986 as Reception No. 31898, affecting the following described property:  
A strip of land lying in the Northwest Quarter of the Southwest Quarter of Section 23, Township 3 South, Range 68 West of the 6th P.M., City and County of Denver, State of Colorado, being 55 feet in width and lying 27.5 feet on each side of the following described centerline:  
Beginning on the Northwesterly line of Brighton Boulevard (formerly St. Vincent Avenue as platted in St. Vincent's Addition) 430.1 feet Northeasterly from the Northeasterly line of vacated 39th Street (formerly St. Mary's Street as platted in said St. Vincent's Addition); thence Northwesterly and parallel with said vacated 39th Street 567 feet; thence Northwesterly to the Northeasterly extension of the Southeasterly line of Arkins Court (formerly Evans Street as platted in said St. Vincents Addition) 217 feet Northeasterly from the Northeasterly line of said vacated 39th Street; Lengthening and shortening the sidelines to begin on said Northwesterly line of Brighton Boulevard and to terminate on said Northeasterly extension of the Southeasterly line of Arkins Court.
6. Easement and right of way for utility lines, as granted to Public Service Company of Colorado by Pepsi-Cola Bottling Company of Denver by instrument recorded September 6, 1985 as Reception No. 62115, affecting the following described property:  
The centerline of the easement is described as follows:  
Commencing at the Southern most corner of Block 38, St. Vincents Addition (said point also being the Northern most corner of the intersection of 38th Street and Brighton Boulevard) thence  $N44^{\circ}54'33''E$  along the Southeast line of said Block 38 and along the Northwest line of Brighton Boulevard, a distance of 1346.85 feet to the point of beginning; thence  $N44^{\circ}50'52''W$ , a distance of 300.00 feet; thence  $S45^{\circ}09'08''W$ , a distance of 183.00 feet; thence  $N44^{\circ}50'52''W$ , a distance of 113.00 feet; thence  $S45^{\circ}09'08''W$ , a distance of 220.00 feet; thence  $N44^{\circ}47'12''W$ , a distance of 543.28 feet to a point of terminus on the Southeasterly line of Arkins Court. The easement is 10 feet in width.

Parcel J:

1. All minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the Grantee, its successors or assigns as reserved by Union Pacific Land Resources Corporation, a Utah Corporation in the Deed to Resco, Inc., a Colorado Corporation, recorded November 21, 1973 in Book 798 at Page 604.
2. Covenants, Conditions and Restrictions, which do not contain a forfeiture or reverter clause, but omitting restrictions, if any, based on race, color, religion or national origin, as contained in Deed from Union Pacific Land Resources Corporation, a Utah Corporation to Resco, Inc., a Colorado Corporation recorded November 21, 1973 in Book 798 at Page 604, providing substantially as follows:
  - (a) All buildings and other structures erected upon the premises hereinbefore described shall be of substantial design and construction and of a design and type satisfactory to the Grantor, and in compliance with applicable building codes and zoning requirements.
  - (b) The Grantee, its successors and assigns, shall not, without the prior written consent of the Grantor, construct or permit the construction of any railroad track upon the said premises and no railroad company, other than the Union Pacific Railroad Company, its successors and assigns, shall be allowed to use any track now or hereafter, upon, or extending to, any part of the said premises without the permission in writing of the Grantor.
  - (c) Said premises shall not be used or occupied at any time for any purpose other than for the purposes of the business of manufacturing, wholesaling, jobbing, warehousing or businesses of a kindred nature for the convenient and economical conduct of which adjacent railroad trackage facilities are ordinarily required. Each of the foregoing covenants, conditions and restrictions shall run with the land hereby conveyed, and a breach of any one of them, or the continuance thereof, may, at the option of the Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings. It is understood, however, that the breach of any of the foregoing covenants, conditions and restrictions shall not defeat or render invalid the lien of any mortgage on said premises made in good faith and for value; provided, however, that any breach, or the continuance thereof, may be enjoined, abated or remedied by proper proceedings as aforesaid, and provided further, that each and all of the foregoing covenants, conditions and restrictions shall at all times remain in full force and effect against said premises, or any part thereof, title to which is obtained by foreclosure of any such mortgage.
3. Terms, agreements, provisions, conditions, obligations and easements as contained in Conditional Extended Sanitary Sewer Permit by and between the City and County of Denver, Department of Public Works and Pepsi-Cola Bottling Company of Denver recorded September 30, 1985 as Reception No. 71193.

4. Easement and right of way for utility lines, as granted to Public Service Company of Colorado by Pepsi-Cola Bottling Company of Denver by instrument recorded September 6, 1985 as Reception NO. 62115, affecting the following described property:  
The centerline of the easement is described as follows:  
Commencing at the Southern most corner of Block 38, St. Vincents Addition (said point also being the Northern most corner of the intersection of 38th Street and Brighton Boulevard) thence N44°54'33"E along the Southeast line of said Block 38 and along the Northwest line of Brighton Boulevard, a distance of 1346.85 feet to the Point of Beginning; thence N44°50'52"W, a distance of 300.00 feet; thence S45°09'08"W, a distance of 183.00 feet; thence N44°50'52"W, a distance of 113.00 feet; thence S45°09'08"W, a distance of 220.00 feet; thence N44°47'12"W, a distance of 543.28 feet to a point of terminus on the Southeasterly line of Arkins Court. The easement is 10 feet in width.

Parcel K-I:

1. Reservations by the Union Pacific Land Resources Company of all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, with limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to Seller, its successors and assigns, but without entering upon or using the surface of subject property and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Purchaser, Purchaser's successors or assigns, as contained in Deed recorded February 8, 1978 in Book 1598 at Page 75.
2. A perpetual easement for the construction, operation, maintenance, repair, renewal, relocation, reconstruction and use of a non-exclusive access roadway, 39.9 feet in width, along, over and across a strip of land lying between the Northeast boundary of Parcel II and a line drawn parallel to and 39.9 feet equidistant southwesterly thereof, together with the right of ingress and egress to and from said easement, as reserved by Union Pacific Land Resources Corporation in Deed recorded February 8, 1978 in Book 1598 at Page 75.
3. Restrictions, which do not contain a forfeiture or reverter clause, but omitting restrictions, if any, based on race, color, religion or national origin, as contained in Deed from Union Pacific Railroad to A.A. Vickers recorded May 8, 1935 in Book 4829 at Page 575, providing substantially as follows: All buildings and other structures erected upon premises described shall be of substantial design and construction and of a design and type satisfactory to the first party. Roof of each building shall be of fire resistive material and when any building is without solid foundation the opening between the ground and floor thereof shall be covered with fire resistive material. Second party shall not without consent of the first party construct or permit construction of any railroad tracks

upon said premises and no Railroad Company other than the first party shall be allowed to use any track now or hereafter upon or extending to any part of said premises without permission in writing of first party. Said premises shall not be used or occupied at any time for any purpose other than for the purpose of the business of manufacturing, wholesaling, jobbing, warehousing or businesses of a kindred nature for the convenient and economical conduct of which adjoining Railroad trackage facilities are ordinarily required, provided, however, that in connection with and incidental to the wholesaling of petroleum products on said premises and not otherwise a retail filling station may be operated.

4. Reservations by the Union Pacific Railroad Company of (1) all oil, coal and other minerals underlying subject property, (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) the right of ingress and egress and regress to prospect for, mine and remove oil, coal and other minerals, all as contained in Deed recorded May 16, 1940 in Book 5386 at Page 331.
5. Terms, agreements, provisions, conditions, obligations and easements as contained in Conditional Extended Sanitary Sewer Permit by and between the City and County of Denver, Department of Public Works and Pepsi-Cola Bottling Company of Denver, recorded September 30, 1985 as Reception No. 71193.
6. Easement and rightof way for utility lines, as granted to Public Service Company of Colorado by Pepsi-Cola Bottling Company of Denver by instrument recorded September 6, 1985 as Reception No. 62115, affecting the following described property:  
The centerline of the easement is described as follows:  
Commencing at the Southern-most corner of Block 38, St. Vincents Addition (said point also being the Northern-most corner of the intersection of 38th Street and Brighton Boulevard) thence N44°54'33"E along the Southeast line of said Block 38, and along the Northwest line of Brighton Boulevard, a distance of 1346.85 feet to the Point of Beginning; thence N44°50'52"W a distance of 300.00 feet; thence S45°09'08"W, a distance of 183.00 feet; thence N44°50'52"W, a distance of 113.00 feet; thence S45°09'08"W a distance of 220.00 feet; thence N44°47'12"W a distance of 543.23 feet to a point of terminus on the Southeasterly line of Arkins Court. The easement is 10 feet in width.

1. Reservations by the Union Pacific Land Resources Company of all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, with limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to Seller, its successors and assigns, but without entering upon or using the surface of subject property and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Purchaser, Purchaser's successors or assigns, as contained in Deed recorded February 8, 1978 in Book 1598 at Page 75.
2. A perpetual easement for the construction, operation, maintenance, repair, renewal, relocation, reconstruction and use of a non-exclusive access roadway, 39.9 feet in width, along, over and across a strip of land lying between the Northeast boundary of Parcel II and a line drawn parallel to and 39.9 feet equidistant southwesterly thereof, together with the right of ingress and egress to and from said easement, as reserved by Union Pacific Land Resources Corporation in Deed recorded February 8, 1978 in Book 1598 at Page 75.
3. Restrictions, which do not contain a forfeiture or reverter clause, but omitting restrictions, if any, based on race, color, religion or national origin, as contained in Deed from Union Pacific Railroad to A.A. Vickers recorded May 8, 1935 in Book 4829 at Page 575, providing substantially as follows: All buildings and other structures erected upon premises described shall be of substantial design and construction and of a design and type satisfactory to the first party. Roof of each building shall be of fire resistive material and when any building is without solid foundation the opening between the ground and floor thereof shall be covered with fire resistive material. Second party shall not without consent of the first party construct or permit construction of any railroad tracks upon said premises and no Railroad Company other than the first party shall be allowed to use any track now or hereafter upon or extending to any part of said premises without permission in writing of first party. Said premises shall not be used or occupied at any time for any purpose other than for the purpose of the business of manufacturing, wholesaling, jobbing, warehousing or businesses of a kindred nature for the convenient and economical conduct of which adjoining Railroad trackage facilities are ordinarily required provided, however, that in connection with and incidental to the wholesaling of petroleum products on said premises and not otherwise a retail filling station may be operated.
4. Reservations by the Union Pacific Railroad Company of (1) all oil, coal and other minerals underlying subject property, (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) the right of ingress and egress and regress to prospect for, mine and remove oil, coal and other minerals, all as contained in Deed recorded May 16, 1940 in Book 5386 at Page 331.
5. Terms, agreements, provisions, conditions, obligations and easements as contained in Conditional Extended Sanitary Sewer Permit by and between the City and County of Denver, Department of Public Works and Pepsi-Cola Bottling Company of Denver recorded September 30, 1985 as Reception No. 71193.



6. Easement and right of way for utility lines, as granted to Public Service Company of Colorado by Pepsi-Cola Bottling Company of Denver by instrument recorded September 6, 1985 as Reception No. 62115, affecting the following described property:  
The centerline of the easement is described as follows:  
Commencing at the Southern most corner of Block 38, St. Vincents Addition (said point also being the Northern most corner of the intersection of 38th Street and Brighton Boulevard) thence N44°54'33"E along the Southeast line of said Block 38 and along the Northwest line of Brighton Boulevard, a distance of 1346.85 feet to the Point of Beginning; thence N44°50'52"W, a distance of 300.00 feet; thence S45°09'08"W, a distance of 183.00 feet; thence N44°50'52"W, a distance of 113.00 feet; thence S45°09'08"W, a distance of 220.00 feet; thence N44°47'12"W, a distance of 543.23 feet to a point of terminus on the Southeasterly line of Arkins Court. The easement is 10 feet in width.

Parcel K-III:

1. Reservations by the Union Pacific Land Resources Company of all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, with limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to Seller, its successors and assigns, but without entering upon or using the surface of subject property and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Purchaser, Purchaser's successors or assigns, as contained in Deed recorded February 8, 1978 in Book 1598 at Page 75.
2. A perpetual easement for the construction, operation, maintenance, repair, renewal, relocation, reconstruction and use of a non-exclusive access roadway, 39.9 feet in width, along, over and across a strip of land lying between the Northeast boundary of Parcel II and a line drawn parallel to and 39.9 feet equidistant southwesterly thereof, together with the right of ingress and egress to and from said easement, as reserved by Union Pacific Land Resources Corporation in Deed recorded February 8, 1978 in Book 1598 at Page 75.
3. Restrictions, which do not contain a forfeiture or reverter clause, but omitting restrictions, if any, based on race, color, religion or nation origin, as contained in Deed from Union Pacific Railroad to A.A. Vicker recorded May 8, 1935 in Book 4829 at Page 575, providing substantially as follows: All buildings and other structures erected upon premises described shall be of substantial design and construction and of a design and type satisfactory to the first party. Roof of each building shall be of fire resistive material and when any building is without solid foundation the opening between the ground and floor thereof shall be covered with fire resistive material. Second party shall not without consent of the first party construct or permit construction of any railroad track.

upon said premises and no Railroad Company other than the first party shall be allowed to use any track now or hereafter upon or extending to any part of said premises without permission in writing of first party. Said premises shall not be used or occupied at any time for any purpose other than for the purpose of the business of manufacturing, wholesaling, jobbing, warehousing or businesses of a kindred nature for the convenient and economical conduct of which adjoining Railroad trackage facilities are ordinarily required provided, however, that in connection with and incidental to the wholesaling of petroleum products on said premises and not otherwise a retail filling station may be operated.

4. Reservations by the Union Pacific Railroad Company of (1) all oil, coal and other minerals underlying subject property, (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) the right of ingress and egress and regress to prospect for, mine and remove oil, coal and other minerals, all as contained in Deed recorded May 16, 1940 in Book 5386 at Page 331.
5. Terms, agreements, provisions, conditions, obligations and easements as contained in Conditional Extended Sanitary Sewer Permit by and between the City and County of Denver, Department of Public Works and Pepsi-Cola Bottling Company of Denver recorded September 30, 1985 as Reception No. 71193.

SHORT FORM OF LEASE AND OPTION TO PURCHASE

THIS SHORT FORM OF LEASE AND OPTION TO PURCHASE is made this 18th day of August, 1988, by and among RICHARD L. GOODING, PEPSI-COLA BOTTLING COMPANY OF DENVER, a Colorado corporation, GOODING INVESTMENT CO., INC., a Colorado corporation (together with their successors and assigns, collectively called "Landlord"), whose address is 1200 17th Street, Suite 2660, Denver, Colorado 80202, and PEPSI-COLA METROPOLITAN BOTTLING COMPANY, INC., a New Jersey corporation (together with its successors and assigns, called "Tenant"), whose address is Routes 35 and 100, Somers, New York 10589-0902.

RECITALS:

A. Landlord and Tenant entered into a Lease Agreement dated as of August 18, 1988 (the "Lease"), simultaneously with the execution of this Short Form.

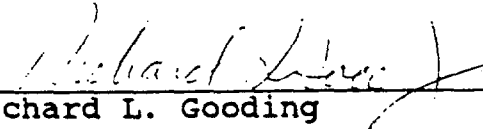
B. Under the Lease, Landlord leased to Tenant certain real property located in the City and County of Denver, Colorado, legally described on Exhibit A attached (the "Premises"), together with all buildings and improvements now or hereafter located thereon (the "Improvements").

LEASE PROVISIONS

1. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises and the Improvements, for a term of 20 years, commencing on August 18, 1988, and ending on August 17, 2008, unless sooner terminated under the Lease provisions. The rent payable and other terms and conditions relating to Tenant's use and occupancy of the Premises and Improvements are set forth in the Lease.

2. For good and valuable consideration, Landlord hereby grants to Tenant the option to purchase the Premises and Improvements on the last day of the first 10 years of the Lease term on the terms and conditions more fully described in Paragraph 18 of the Lease. The option must be exercised by written notice to Landlord, given at least 6 months prior to the last day of the first 10 years of the Lease term.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Short Form of Lease and Option to Purchase as of the day and year first above written.

  
\_\_\_\_\_  
Richard L. Gooding

PEPSI-COLA BOTTLING COMPANY OF  
DENVER, a Colorado corporation

By: [Signature]  
Name: Richard L. Gooding  
Title: President

GOODING INVESTMENT CO., INC.,  
a Colorado corporation

By: [Signature]  
Name: Richard L. Gooding  
Title: President

PEPSI-COLA METROPOLITAN BOTTLING  
COMPANY, INC., a New Jersey  
corporation

By: [Signature] KAL  
Name: Fredrick S. Meils  
Title: Vice President

STATE OF COLORADO )  
CITY AND ) SS:  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this  
18<sup>th</sup> day of August, 1988, by Richard L. Gooding.

Witness my hand and official seal.

My commission expires:

My Commission expires March 9, 1992  
1700 Lincoln Street Suite 2400  
Denver, Colorado 80203

[Signature]  
Notary Public

STATE OF COLORADO )  
CITY AND ) SS:  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this  
18<sup>th</sup> day of August, 1988, by Richard L. Gooding  
as President of Pepsi-Cola Bottling Company of Denver,  
a Colorado corporation.

Witness my hand and official seal.  
My commission expires:

My Commission expires March 9, 1992  
1700 Lincoln Street Suite 2400  
Denver, Colorado 80203

Ruth A. Balster  
Notary Public

STATE OF COLORADO )  
CITY AND ) SS:  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this  
18<sup>th</sup> day of August, 1988, by Richard L. Gooding  
as President of Gooding Investment Co., Inc., a  
Colorado corporation.

Witness my hand and official seal.  
My commission expires:

My Commission expires March 9, 1992  
1700 Lincoln Street Suite 2400  
Denver, Colorado 80203

Ruth A. Balster  
Notary Public

STATE OF New York )  
County of Westchester ) SS:

The foregoing instrument was acknowledged before me this  
24<sup>th</sup> day of August, 1988, by Fredrick S. Meils as  
Vice President of Pepsi-Cola Metropolitan Bottling Company, Inc.,  
a New Jersey corporation.

Witness my hand and official seal.  
My commission expires:

Matilde Castro  
Notary Public

MATILDE CASTRO  
NOTARY PUBLIC, State of New York  
No. 4525942  
Qualified in Westchester County  
Term Expires Aug. 31, 1988

EXHIBIT 2-B

QUIT CLAIM DEED DATED MARCH 3, 1989, FROM PEPSI-COLA  
METROPOLITAN BOTTLING COMPANY, INC. TO CITY AND COUNTY OF  
DENVER, COLORADO, CONVEYING THE INTEREST OF PEPSI-COLA  
METROPOLITAN BOTTLING COMPANY, INC. IN THE LEASEHOLD ESTATE TO  
CERTAIN SPECIFIED PROPERTY.

QUITCLAIM DEED

PEPSI-COLA METROPOLITAN BOTTLING COMPANY, INC., a New Jersey corporation, whose address is 3801 Brighton Boulevard, Denver, Colorado 80216-3693, for TEN DOLLARS and other good and valuable consideration, in hand paid, hereby quitclaims to THE CITY AND COUNTY OF DENVER, a municipal corporation, whose address is 1437 Bannock Street, Denver, Colorado 80202, the real property in the City and County of Denver and State of Colorado, legally described on Exhibit A attached, together with all improvements located thereon and all appurtenances thereto or used in connection therewith.

SIGNED this 3rd day of March, 1989.

Attest:

PEPSI-COLA METROPOLITAN BOTTLING  
COMPANY, INC., a New Jersey  
corporation

By John R. Boyle  
Its Secretary

By Thomas H. Tamm  
Its Vice President & Asst. Secretary

(SEAL)

STATE OF New York )  
COUNTY OF Westchester ) ss.

3rd day of March, 1989, by Pepsi-Cola Metropolitan Bottling Company, Inc., a New Jersey corporation.

Witness my hand and official seal.

My commission expires: 10/5/89

(SEAL)

Patricia M. Smyth  
Notary Public

BDQD/CJ1

PATRICIA M. SMYTH  
Notary Public, State of New York  
No. 4905132  
Qualified in Putnam County  
Commission Expires October 5, 1989

EXHIBIT A

Description for a parcel of land to be acquired for the Denver Coliseum.

That part of the  $\frac{1}{4}$  of the NW $\frac{1}{4}$  Section 23 T.35., R.68W. of the 6th P.M., City and County of Denver, State of Colorado located within boundaries described as follows:

Beginning at a point that is 600.00 feet south by perpendicular measurement from the E-W centerline of said NW $\frac{1}{4}$  and 617.00 feet northwesterly by perpendicular measurement from the the northwesterly line of Brighton Blvd, said point being recorded in Book 8351, Page 217, May 11, 1959 and in Book 3183, Page 350, August 27, 1984 in the City and County of Denver;

Thence easterly and parallel with said E-W centerline a distance of 51.52 feet;

Thence southwesterly along a line as recorded in Book 3183, Page 350 and parallel with said northwesterly line a distance of 504.80 feet;

Thence on an angle to the right of  $90^{\circ}00'00''$  a distance of 36.50 feet to a point on the northwesterly line of a parcel of land as recorded in Book 3183, Page 350, said point being 617.00 feet northwesterly by perpendicular measurement from said northwesterly line of Brighton Blvd., also being the southeasterly line as recorded in Book 8351, Page 217;

Thence northeasterly and parallel with said northwesterly line a distance of 468.44 feet to the Point of Beginning.

Containing 17,761.90 square feet of 0.41 acres more or less.

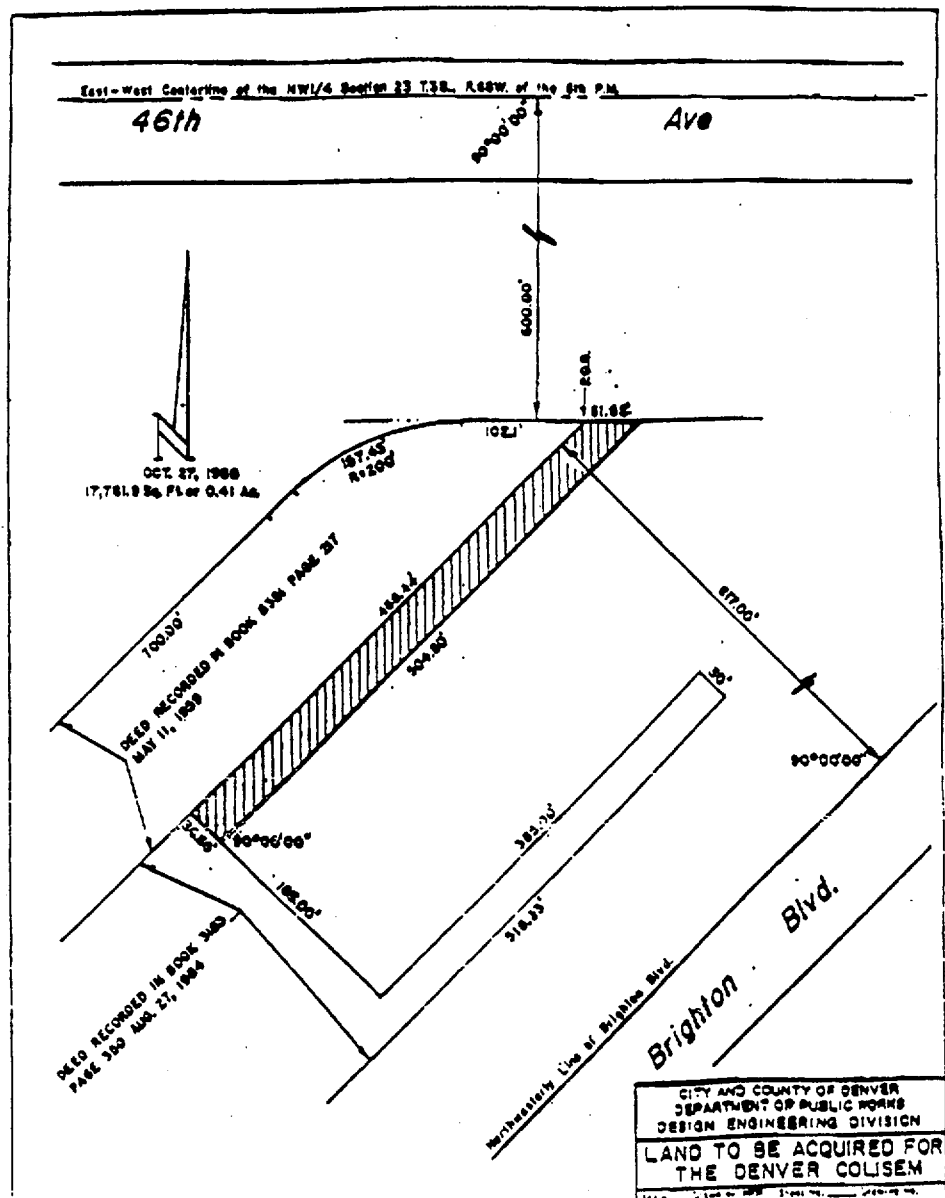




EXHIBIT 2-C

GENERAL WARRANTY DEED DATED AUGUST 17, 1998, FROM RICHARD L.  
GOODING TO PEPSI-COLA METROPOLITAN BOTTLING COMPANY, INC.  
CONVEYING A PORTION OF THE PROPERTY CURRENTLY OWNED BY  
RESPONDENT.

GENERAL WARRANTY DEED

DDC FEE 15.00

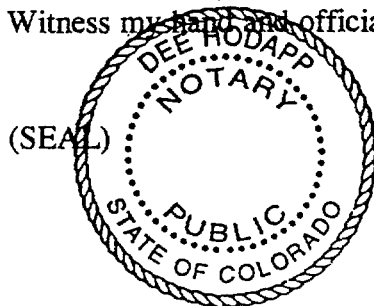
RICHARD L. GOODING ("Grantor"), whose street address is c/o Paragon Ranch, Inc., 1200 17th Street, Suite 2660, Denver, Colorado 80202, for the consideration of TEN DOLLARS in hand paid, hereby sells and conveys to PEPSI-COLA METROPOLITAN BOTTLING COMPANY, INC., a New Jersey corporation ("Grantee"), whose street address is 1 Pepsi WAY Somers, NY 10589-2201, the real property legally described on Exhibit A attached, together with any and all buildings and improvements located thereon, and with all its appurtenances, and Grantor warrants the title to the same, subject to liens or encumbrances created by, through, or under Grantee, the lien for taxes for 1998 and subsequent years, the permitted exceptions shown on Exhibit B attached, and building and zoning regulations.

Richard L. Gooding  
RICHARD L. GOODING

STATE OF COLORADO )  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 1998, by Richard L. Gooding.

Witness my hand and official seal.



Dee Hodapp  
Notary Public

My commission expires: 03-02-2002

My Commission Expires 03/02/2002

## EXHIBIT A

### LEGAL DESCRIPTION (Richard L. Gooding as Grantor)

Parcel owned by Richard L. Gooding:

A piece or Parcel of land, with the buildings and improvements thereon, situate in the Southwest Quarter (SW 1/4) of Section Twenty-Three (23) Township Three (3) South, Range Sixty-Eight (68) West of the Sixth Principal Meridian, described as follows, to-wit:

BEGINNING at a point in the Northwestern line of Brighton Boulevard that is fifty-four and five-tenths (54.5) feet distant Northeasterly from the Northeasterly line, produced Northwesternly, of 40th Street, measured along said Northwesternly line;

thence Northeasterly along said Northwesternly line of Brighton Boulevard a distance of Three Hundred and five-tenths (300.5) feet to a point;

thence Northwesternly along a straight line at right angles to said Northwesternly line of Brighton Boulevard a distance of One Hundred Sixty and five-tenths (160.5) feet to a point;

thence Southwesterly along a straight line that is parallel with and One Hundred Sixty and five-tenths (160.5) feet distant Northwesternly, measured at right angles from said Northwesternly line of Brighton Boulevard, a distance of Two Hundred Seventy-six and Seventy-five Hundredths (276.75) feet to a point;

thence Southeasterly along a straight line a distance of Eight-three and Ninety-three Hundredths (83.93) feet, more or less, to a point that is Eighty (80) feet distant Northwesternly from said Northwesternly line of Brighton

Boulevard, measured along a straight line at right angles thereto at a point thereon that is Fifty-four and Five-tenths (54.5) feet distant Northeasterly from the Northeasterly line, produced Northwesternly of 40th Street, measured along said Northwesternly line;

thence Southeasterly along a straight line at right angles to said Northwesternly line of Brighton Boulevard a distance of Eighty (80) feet to the POINT OF BEGINNING.

## EXHIBIT B

### PERMITTED EXCEPTIONS (Richard L. Gooding as Grantor)

1. Restrictions, reservations and exceptions as contained in Deed from Union Pacific Railroad Company, a Corporation, to Kraft Foods Company, a Corporation, recorded January 11, 1947, in Book 6159 at Page 342; providing substantially as follows:  
All minerals and all mineral rights of every kind and character now known to exist or hereafter discovered without limiting the generality of the foregoing oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the grantor but without entering upon or using the surface of said lands or to interfere with the use thereof by the grantee; structures erected upon premises shall be of design and construction of as high a standard as other sub-buildings in vicinity; roof shall be of fire resistive material and opening between ground and first floor, if without solid foundation, shall be covered with fire resistive material; second party shall not construct or permit the construction of any railroad track upon the premises, nor shall any railroad company other than the Union Pacific Railroad Company be allowed to use any track now or hereafter constructed upon any part of said premises without the permission in writing of first party; business of manufacturing, wholesaling, jobbing, warehousing or businesses of a kindred nature for usage of which adjacent railroad trackage facilities are ordinarily required.
2. Terms, agreements, provisions, conditions, obligations and easements as contained in Conditional Extended Sanitary Sewer Permit by and between the City and County of Denver, Department of Public Works and Pepsi-Cola Bottling Company of Denver recorded September 30, 1985 as Reception No. 71193.

**EXHIBIT 2-D**

**BARGAIN AND SALE DEED DATED AUGUST 17, 1998, FROM PARAGON RANCH, INC. (F/K/A PEPSI-COLA BOTTLING COMPANY OF DENVER), GOODING INVESTMENT CO., INC., AND RICHARD L. GOODING TO PEPSI-COLA METROPOLITAN BOTTLING COMPANY, INC. CONVEYING A PORTION OF THE PROPERTY CURRENTLY OWNED BY RESPONDENT.**

## BARGAIN AND SALE DEED

PARAGON RANCH, INC., a Colorado corporation, formerly known as Pepsi-Cola Bottling Company of Denver, GOODING INVESTMENT CO., INC., a Colorado corporation, and RICHARD L. GOODING (collectively called "Grantor"), whose street address is c/o Paragon Ranch, Inc., 1200 17th Street, Suite 2660, Denver, Colorado 80202, for the consideration of TEN DOLLARS in hand paid, hereby sells and conveys to PEPSI-COLA METROPOLITAN BOTTLING COMPANY, INC., a New Jersey corporation ("Grantee"), whose street address is 1 Pepsi Way Somers, NY 10589-2201, the real property legally described on Exhibit A attached, together with any and all buildings and improvements located thereon, and with all its appurtenances, subject to liens or encumbrances created by, through, or under Grantee, the lien for taxes for 1998 and subsequent years, the permitted exceptions shown on Exhibit B attached, and building and zoning regulations.

PARAGON RANCH, INC.,  
a Colorado corporation, formerly known as Pepsi-Cola  
Bottling Company of Denver

By: Richard L Gooding  
Name: RICHARD L GOODING  
Title: PRESIDENT

GOODING INVESTMENT CO., INC.,  
a Colorado corporation

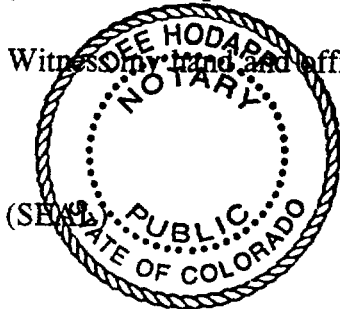
By: Richard L Gooding  
Name: RICHARD L GOODING  
Title: PRESIDENT

Richard L Gooding  
RICHARD L. GOODING

STATE OF COLORADO )  
 )  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 1998, by Richard L. Gooding as President of Paragon Ranch, Inc., a Colorado corporation, formerly known as Pepsi-Cola Bottling Company of Denver.

Witness my hand and official seal.



Dee Hodapp  
Notary Public

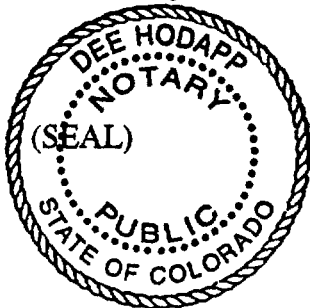
My commission expires: 03/02/2002

My Commission Expires 03/02/2002

STATE OF COLORADO )  
 )  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 1998, by Richard L. Gooding as President of Gooding Investment Co., Inc., a Colorado corporation.

Witness my hand and official seal.



Dee Hodapp  
Notary Public

My commission expires: 03/02/2002

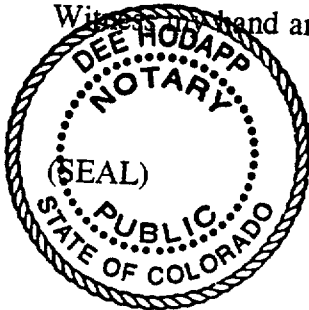
My Commission Expires 03/02/2002

STATE OF COLORADO )

COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 1998, by Richard L. Gooding.

Witness my hand and official seal.



Dee Hodapp  
Notary Public

My commission expires: 03/02/2002

My Commission Expires 03/02/2002



**EXHIBIT A**

**TO BARGAIN AND SALE DEED**

**Legal Description of Property Located in  
the City and County of Denver, Colorado**

**Lot 32, Block 30, ST. VINCENTS ADDITION, Lots 9 and 26, Block 39, ST. VINCENTS  
ADDITION SECOND FILING, and Lot 25, Block 8, IRONTON.**

**EXHIBIT B**

**TO BARGAIN AND SALE DEED**

**Liens and Encumbrances on Premises**

**Easements and rights of way for existing utilities as reserved in the vacation by Ordinance recorded December 28, 1973 in Book 814 at Page 461, across the vacated alley.**

**Easements and rights of way for existing utilities as reserved to the City and County of Denver in the vacation by Ordinance recorded January 2, 1948, in Book 0-1 at Page 139, as Reception No. 451672, across the vacated alley.**

EXHIBIT 2-E

QUIT CLAIM DEED DATED FEBRUARY 9, 1999, FROM PEPSI-COLA  
METROPOLITAN BOTTLING COMPANY, INC. TO BOTTLING GROUP, LLC IN  
CONNECTION WITH A CORPORATE REORGANIZATION OF PEPSI-COLA  
METROPOLITAN BOTTLING COMPANY, INC.

QUIT CLAIM DEED

THIS DEED, Made on February 9, 1999  
between Pepsi-Cola Metropolitan Bottling Company, Inc., a  
New Jersey corporation

Colorado, grantor(s), and Bottling Group, LLC, a Delaware limited  
liability company

whose legal address is 1 Pepsi Way  
Somers, NY 10589-2201

grantee(s).

WITNESSETH: That the grantor(s), for and in consideration of the sum of Ten dollars and no cents

the receipt and sufficiency of which is hereby acknowledged, have remised, released, sold and QUITCLAIMED, and by these presents  
do es remise, release, sell and QUITCLAIM unto the grantee(s), their heirs, successors and assigns, forever, all the  
right, title, interest, claim and demand which the grantor(s) have in and to the real property, together with improvements, if any,  
situate, lying and being in the City and County of Denver and State of Colorado, described as follows:  
See Attached Exhibit A

also known by street and number as: 3801 Brighton Boulevard, Denver, CO 80216-3625

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise  
thereunto appertaining, and all the estate, right, title, interest, and claim whatsoever, of the grantor(s), either in law or equity, to the only proper  
use, benefit and behoof of the grantee(s) their heirs and assigns forever.

IN WITNESS WHEREOF, The grantor(s) have executed this deed on the date set forth above.

Pepsi-Cola Metropolitan Bottling Company,  
Inc., a New Jersey Corporation

By: Regina Allegretti-Davenport, Vice President

STATE OF NEW YORK

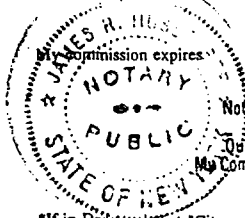
ss.

County of Westchester

The foregoing instrument was acknowledged before me on February 9 1999

by Regina Allegretti-Davenport as Vice President of

Pepsi-Cola Metropolitan Bottling Company, Inc., a New Jersey Corporation



JAMES R. HUSELBEЕ  
Notary Public, State of New York  
No. 01HU5054235  
Qualified in Westchester County  
My Commission Expires Jan. 8, 2000

Witness my hand and official seal.

Notary Public

\*If in Denver, insert "City and".

Name and Address of Person Creating Newly Created Legal Description (38-35-106.5, C.R.S.)

EXHIBIT A

PARCEL A:

A part of the NW 1/4 SW 1/4 of Section 23, Township 3 South, Range 68 West of the 6th P.M., described as follows:

Beginning at the intersection of the centerline of vacated 39th Street as shown on the recorded plat of ST. VINCENTS ADDITION SECOND FILING, with the Northwestern line of Brighton Boulevard; thence Southwesterly along the Northwestern line of Brighton Boulevard, 358.36 feet, more or less, to the Northeasterly line of 38th Street; thence Northwesternly, along the Northeasterly line of 38th Street, 958 feet, more or less, to the Southeasterly line of Arkins Court; thence Northeasterly, along the Southeasterly line of Arkins Court, and said line extended, 546.87 feet, more or less, to the most Northerly corner of a tract described in instrument recorded in Book 4297 at Page 316; thence Southeasterly 462.86 feet to the intersection with a line which is 349 feet 7 inches, measured Northeasterly from and at right angles to the Northeasterly line of vacated 39th Street; thence Southeasterly, parallel with the Northeasterly line of vacated 39th Street, 338.88 feet, more or less, to a point which is 203.5 feet Northwesternly from the Northwestern line of Brighton Boulevard; thence Southwesterly, parallel with and 203.5 feet distant from the Northwestern line of Brighton Boulevard, 389 feet 7 inches to a point on the centerline of vacated 39th Street; thence Southeasterly, along the centerline of vacated 39th Street, 203.5 feet to the point of beginning.

EXHIBIT A

LEGAL DESCRIPTION

---

Parcel A-1;

A parcel of land situate in the W 1/2 of Section 23, Township 3 South, Range 68 West of the 6th P.M., bounded and described as follows:

BEGINNING at the most Easterly corner of a parcel of land conveyed by Union Pacific Railroad Company to James A. Gooding, Jr. by Warranty Deed dated October 6, 1959, UPRR Co. L.S.D.A. No. 2872, said point being 469.0 feet, more or less, distant Northeasterly, from the Northeasterly line of vacated 39th Street, as measured along the Northwesternly line of Brighton Boulevard;

thence along the Northeasterly line of said deeded parcel N45°05'27" W, 200.00 feet to a point on the Southeasterly line of a parcel of land conveyed by Union Pacific Railroad Company to City and County of Denver by Warranty Deed, dated July 15, 1932, UPRRCo.

L.S.D.A. No. 611;

thence along said Southeasterly line, N44°54'33"E, 30.58 feet to the most Easterly corner of said deeded parcel;

thence along the Northeasterly line of said deeded parcel, N45°05'27"W, 267.00 feet to the most Northerly corner thereof;

thence along the Northwesternly line of said deeded parcel, S44°54'33"W, 13.05 feet, more or less, to the most Southerly corner of a strip of land conveyed by The City and County of Denver to Union Pacific Railroad Company by Quit Claim Deed dated November 10, 1942, UPRRCo. L.P.D.A. No. 4777;

thence along the Southwesterly line of said deeded strip, the following 4 courses:

1. N44°51'57"W, 101.56 feet;
2. N71°11'57"W, 16.23 feet;
3. N44°51'57"W, 351.92 feet to the

BEGINNING of a tangent curve, concave Northeasterly, having a radius of 613.69 feet;

4. Northwesternly, along said curve, through a central angle of 02°08'32", 22.95 feet, more or less, to a point on the Northeasterly prolongation of the Southeasterly line of Arkins Ct.;

thence along said Northeasterly prolongation, N44°54'33"E, 80.08 feet to a point on the Northeasterly line of said deeded strip, said point being the beginning of a non-tangent curve, concave Northeasterly, to which point a radial line bears S47°37'54"W, 533.69 feet;

thence Southeasterly, along said Northeasterly line and along said curve, through a central angle of 02°29'51", 23.26 feet;

thence continuing along said Northeasterly line, S44°51'57"E, 317.74 feet to the most Westerly corner of a parcel of land conveyed by the City and County of Denver to Union

(Continued)

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## LEGAL DESCRIPTION

Union Pacific Railroad Company by Special Warranty Deed, dated April 20, 1959, UPRRCo. L.P.D.A. No. 6458;  
thence along the Northwesterly line of said deeded parcel,  $N44^{\circ}54'33''E$ , 342.50 feet to the most Northerly corner of said deeded parcel, said corner also being on the Southeasterly line of a parcel of land conveyed by Union Pacific Railroad Company to City and County of Denver by Warranty Deed, dated February 26, 1959, UPRRCo. L.S.D.A. No. 2777;  
thence along the Southeasterly line of said deeded parcel,  $N44^{\circ}54'33''E$ , 839.35 feet to the most Easterly corner of said deeded parcel, said corner also being 600 feet distant Southerly, measured at right angles from the East-West centerline of the NW  $1/4$  of said Section 23;  
thence parallel with said East-West centerline,  $S89^{\circ}58'48''E$ , 51.52 feet to the Northwest corner of Parcel No. 4, as described in a Warranty Deed conveyed by Union Pacific Land Resources Corporation to Anderson, Clayton & Co, dated December 21, 1977, UPLRC Audit No. C-440-1;  
thence along the Northwesterly line of said Parcel 4 and along the Northwesterly line of Parcel No. 2 of said Warranty Deed,  $S44^{\circ}54'33''W$ , 504.80 feet to the most Westerly corner of said Parcel No. 2;  
thence along the Southwesterly line of said Parcel No. 2,  $S45^{\circ}05'27''E$ , 185.00 feet to the most Southerly corner of said Parcel No. 2;  
thence along a Southeasterly line of said Parcel No. 2,  $N44^{\circ}54'33''E$ , 385.00 feet;  
thence along a Southwesterly line of said Parcel No. 2,  $S45^{\circ}05'27''E$ , 30.00 feet to a point on the Northwesterly line of Parcel No. 1 of said Warranty Deed;  
thence along said Northwesterly line of Parcel No. 1,  $S44^{\circ}54'33''W$ , 127.00 feet to the most Northerly corner of a parcel of land conveyed by Union Pacific Railroad Company to Jay L. Ambrose and Ida Ambrose by Warranty Deed, dated June 14, 1949, UPRRCo. L.S.D.A. No. 1799;  
thence along the Northwesterly line of said deeded parcel,  $S44^{\circ}54'33''W$ , 391.33 feet to the most Westerly corner of said deeded parcel, said corner also being the Northerly corner of a parcel of land conveyed by Union Pacific Land Resources Corporation to Resco, Inc., by Special Warranty Deed dated April 16, 1973, UPLRC Deed Audit No. 1012;  
thence along the Northwesterly line of said deeded parcel  $S44^{\circ}54'19''W$ , 278.86 feet to the beginning of a tangent curve, concave Southeasterly having a radius of 320.00 feet;  
thence Southwesterly and Southerly along said Northwesterly line and along the Westerly line of said deeded parcel and along said curve through a central angle of  $63^{\circ}25'11''$ , 354.20 feet to the most Westerly corner of Parcel 4, as described in a Substitute Quit Claim Deed conveyed by Union Pacific Railroad Company and The Chase Manhattan Bank to Union Pacific Land Resources Corporation, UPRRCo. L.S.D.A. No. 5058, said corner also being on a curve, concave Northeasterly, having a radius of 320.00 feet;  
thence Southeasterly along said curve having a radius of 320.00 feet, through a central angle of  $5^{\circ}52'00''$ , 32.77 feet, more or less, to a point on the Northwesterly line of a parcel of land conveyed by Union Pacific Railroad Company to Kraft Foods Company by Warranty Deed dated May 28 1946, UPRRCo. L.S.D.A. No. 1511;  
thence  $S44^{\circ}54'33''W$  along said Northwesterly line, a distance of 5.15 feet to the most Westerly corner of said parcel of land conveyed by Warranty Deed dated May 28, 1946, UPRRCo. L.S.D.A. No. 1511;  
thence along the Southwesterly line of said deeded parcel,  $S28^{\circ}39'11''E$ , 83.93 feet;  
thence continuing along said Southwesterly line,  $S45^{\circ}05'27''E$ , 80.00 feet to a point on the Northwesterly line of Brighton Boulevard;  
thence along said Northwesterly line,  $S44^{\circ}54'33''W$ , 65.5 feet to the POINT OF BEGINNING.

Except those portions conveyed to the City and County of Denver in Deeds recorded April 14, 198 at Reception No. R-89-0033863 and R-89-0033864.

(Continued)

## LEGAL DESCRIPTION

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### PARCEL B;

That part of the NW 1/4 SW 1/4 of Section 23, Township 3 South, Range 68 West of the 6th P.M., described as follows:

BEGINNING at the intersection of the Northwesterly line of Brighton Boulevard and the centerline of vacated 39th Street;

thence Northeasterly along said Northwesterly line of Brighton Boulevard, 283.4 feet;

thence Northwesterly at right angles with said Northwesterly line 69.55 feet;

thence Northeasterly, parallel with said Northwesterly line of Brighton Boulevard, 46 feet;

thence Northwesterly at right angles 133.95 feet to a point 203.5 feet from said Northwesterly line of Brighton Boulevard;

thence Southwesterly, parallel to said Northwesterly line of Brighton Boulevard, 329.4 feet to the centerline of vacated 39th Street;

thence Southeasterly along said centerline 203.5 feet to the POINT OF BEGINNING.

### PARCEL B-1;

A rectangular tract of land situated in the N 1/2 SW 1/4 of Section 23, township 3 South, Range 68 West of the 6th P.M., bounded and described as follows:

BEGINNING at the most Easterly corner of that certain parcel of land heretofore conveyed by Union Pacific Railroad Company to Pepsi-Cola bottling company of Denver by Warranty Deed dated October 30, 1951, which is a point 409 feet 7 inches, more or less distant Northeasterly from the Northeasterly line of vacated 39th Street (formerly St. Mary's Street) in said City,

measured along the Northwesterly line of Brighton Boulevard;

thence Northwesterly along the Northeasterly line of said parcel heretofore conveyed to Pepsi-Cola Bottling Company of Denver, which is a straight line at right angles to the Northwesterly line of Brighton Boulevard, a distance of 200 feet to a point in the Southeasterly line of that certain parcel of land heretofore conveyed by Union Pacific Railroad Company to the City and County of Denver, by Warranty Deed dated July 15, 1932;

thence Northeasterly at right angles, along the Southeasterly line of said Parcel heretofore conveyed to the City and County of Denver, a distance of 59 feet 5 inches;

thence Southeasterly, at right angles, a distance of 200 feet to a point in said Northwesterly line of Brighton Boulevard;

thence Southwesterly along the Northwesterly line of Brighton Boulevard, a distance of 59 feet inches to the POINT OF BEGINNING.

### PARCEL B-2;

A parcel of land situate in the W 1/2 of Section 23, Township 3 South, Range 68 West of the 6th P.M., bounded and described as follows:

COMMENCING at the intersection of the Northeasterly right of way line of 40th Street, produced Northwesterly, with the Northwesterly right of way line of Brighton Boulevard;

thence Northeasterly along said Northwesterly right of way line, 355.00 feet to the most Easterly corner of a parcel of land conveyed by Union Pacific Railroad Company to Kraft Foods Company by Warranty Deed dated May 28, 1946, and identified as UPRRCo. L.S.D.A. No. 1511;

thence Northwesterly along the Northeasterly line of said deeded parcel 160.50 feet to the most Northerly corner thereof and the TRUE POINT OF BEGINNING;

(Continued)



## LEGAL DESCRIPTION

thence Southwesterly along the Northwesterly line of said deeded parcel, 271.6 feet to a point 5.15 feet distant Northeasterly, measured along said Northwesterly line, from the Southerly corner of Parcel 4, as described in Substitute Quit Claim Deed from Union Pacific Railroad Company and The Chase Manhattan Bank to Union Pacific Land Resources Corporation, and identified as UPLRC Audit No. 24296-2 said point being on a nontangent curve, concave Northeasterly, having a radius of 320.00 feet;

thence Northerly along said curve, through a central angle of  $5^{\circ}52'00''$ , 32.77 feet, more or less, to the Southerly corner of a parcel of land conveyed by Union Pacific Land Resources Corporation to Resco, Inc., by Special Warranty Deed dated April 16, 1973, and identified as UPLRC D.A. No. 1012;

thence Northeasterly along the Southeasterly line of said deeded parcel, 564.28 feet to the most Easterly corner thereof;

thence Southeasterly along the Northeasterly line of said Parcel 4, 30.00 feet to the most Northerly corner of a parcel of land conveyed by Union Pacific Railroad Company to A.A. Vicker by Quit Claim Deed dated April 11, 1940, and identified as UPRRCo. L.S.D.A. No. 916;

thence Southwesterly along the Northwesterly line of said deeded parcel, 180.00 feet to the most Northerly corner of Parcel II as described in deed from Union Pacific Land Resources Corporation to Western Grocers, Inc., dated March 21, 1983 and identified as Document Audit No. 35551;

thence along the Northwesterly line of said Parcel II the following three (3) courses:

1. Southwesterly, 41.10 feet;
  2. On an angle deflecting to the right of  $89^{\circ}57'52''$ , 1.10 feet;
  3. On an angle deflecting to the left of  $89^{\circ}49'17''$ , 38.90 feet to the most Northerly corner of Parcel I of said Deed dated March 21, 1983;
- thence along the Northwesterly line of said Parcel I the following three (3) courses:

1. Southwesterly, 41.20 feet;
2. On an angle deflecting to the left of  $90^{\circ}10'43''$ , 1.30 feet;
3. On an angle deflecting to the right of  $90^{\circ}02'08''$ , 3.80 feet to the TRUE POINT OF BEGINNING

### PARCEL C;

That part of the NW 1/4 SW 1/4 of Section 23, Township 3 South, Range 68 West of the 6th P.M., described as follows:

BEGINNING at a point on the Northwesterly line of Brighton Boulevard which is 283.4 feet Northeasterly from the centerline of vacated 39th Street;

thence Northwesterly at right angles a distance of 69.55 feet;

thence Northeasterly parallel with the Northwesterly line of Brighton Boulevard, a distance of 46 feet;

thence Northwesterly at right angles 133.95 feet to a point 203.5 feet from said Northwesterly line of Brighton Boulevard;

thence Northeasterly parallel with the Northwesterly line of Brighton Boulevard, a distance of 60 feet;

thence Southeasterly at right angles with the Northwesterly line of Brighton Boulevard, a distance of 3.5 feet;

(Continued)

LEGAL DESCRIPTION

thence Northeasterly, parallel with the Northwesterly line of Brighton Boulevard, 60 feet;  
thence Southeasterly at right angles with the Northwesterly line of Brighton Boulevard, 200 feet  
to said Northwesterly line;  
thence Southwesterly along the Northwesterly line of Brighton Boulevard, a distance of 166 feet  
to the POINT OF BEGINNING.

PARCEL D;

Lots 1 to 32,  
Block 30,  
TOGETHER WITH Vacated Alley in Block 30,  
ST. VINCENTS ADDITION.

PARCEL E;

Lots 1 to 9 and Lots 18 to 26,  
Block 39,  
ST. VINCENTS ADDITION SECOND FILING and, Lots 21 to 25 and unnumbered part of Lot 26,  
Block 8,  
IRONTON,  
TOGETHER WITH that portion of the vacated alley in said blocks lying between said lots.

PARCEL F;

Lots 10 to 13, both inclusive,  
Block 39,  
ST. VINCENTS ADDITION SECOND FILING according to the recorded plat thereof.

PARCEL G;

Lots 13 to 16, both inclusive,  
Block 8,  
IRONTON,  
TOGETHER WITH the 1/2 of vacated alley adjacent to said lots 13 to 16, according to the recorded  
Plat thereof.

PARCEL I;

That part of the W 1/2 of Section 23, Township 3 South, Range 68 West of the 6th P.M., located  
within boundaries described as follows:  
BEGINNING at a point that is 349.7 feet Northeasterly from the Northeasterly line of 39th Street  
vacated and 200 feet Northwesterly from the Northwesterly right-of-way line of Brighton  
Boulevard;  
thence Northeasterly and parallel with the said Northwesterly line of Brighton Boulevard a  
distance of 150 feet to the Southwesterly right-of-way line of the Union Pacific Railroad

(Continued)

## LEGAL DESCRIPTION

Company;

thence Northwesterly on said Southwesterly right-of-way line a distance of 750 feet, more or less, to intersection with the Northeasterly extension of the Southeasterly line of Arkins Court (formerly Evans Street) as platted in St. Vincents Addition;  
thence Southwesterly on the said Northeasterly extension of the Southeasterly line of Arkins Court to a point that is 144.37 feet Northeasterly from the Northeasterly line of 39th Street;  
thence Southeasterly a distance of 462.86 feet, more or less, to a point on a line that is 349. feet Northeasterly from and parallel with 39th Street vacated;  
thence Southeasterly on said parallel line to the POINT OF BEGINNING.

PARCEL J;

That part of the W 1/2 of Section 23, Township 3 South, Range 68 West of the 6th P.M., more particularly described as follows:

COMMENCING at the intersection of the Northeasterly line of 40th Street extended and the Northwesterly line of Brighton Boulevard;

thence along said Northwesterly line of Brighton Boulevard, North  $44^{\circ}54'33''$  East, a distance of 660.0 feet;

thence North  $44^{\circ}50'52''$  West, a distance of 190.50 feet to the Southeast corner of that certain parcel of land heretofore conveyed by Union Pacific Railroad Company to Jay L. Ambrose and Ida Ambrose by Warranty Deed dated June 14, 1949, U.P.R.R.Co. L.S.D.A. No. 1799, recorded in Book 9205 at Page 269 of said City and County of Denver, said corner being the TRUE POINT OF BEGINNING;

thence along a line that is parallel with said Northwesterly line of Brighton Boulevard, South  $44^{\circ}54'33''$  West, a distance of 564.28 feet, to the beginning of a non-tangent curve; concave Northeasterly, the center of which bears North  $71^{\circ}29'08''$  East, a distance of 320.0 feet said beginning of non-tangent curve is 20.0 feet measured radially, from the centerline of a spur track;

thence Northerly along said curve, through an angle of  $63^{\circ}25'11''$ , an arc distance of 354.20 feet;

thence tangent to said curve and parallel with said spur track North  $44^{\circ}54'19''$  East, a distance of 278.86 feet to the Southwesterly line of said conveyed parcel (Book 9205, Page 269);

thence along said Southwesterly line, South  $44^{\circ}50'52''$  East, a distance of 176.86 feet to the TRUE POINT OF BEGINNING;

PARCEL K-I;

A parcel of land situate in the SW 1/4 of Section 23, Township 3 South, Range 68 West of the 6th P.M., bounded and described as follows:

COMMENCING at the point of intersection of the Northeasterly right of way line of 40th Street produced Northwesterly and the Northwesterly right of way line of Brighton Boulevard;

thence Northeasterly along said Northwesterly right of way line of Brighton Boulevard, a distance of 355.0 feet to the Northeasterly corner of that certain parcel of land described in Book 9067 at Page 279, City and County of Denver Records said Point being the TRUE POINT OF BEGINNING;

thence continuing Northeasterly along said Northwesterly right of way line of Brighton Boulevard, a distance of 45.00 feet to a point on the Southwesterly line of vacated 41st Street

(Continued)

# LEGAL DESCRIPTION

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(formerly known as Cottage Avenue);  
thence on an angle deflecting to the left of  $90^{\circ}00'00''$  along said Southwesterly line of vacated 41st Street, a distance of 161.70 feet;  
thence on an angle deflecting to the left of  $89^{\circ}51'25''$ , a distance of 41.20 feet;  
thence on an angle deflecting to the left of  $90^{\circ}10'43''$  a distance of 1.30 feet to a point 8.50 feet distance Southeasterly measured at right angles from the centerline of Union Pacific Railroad Company's ICC Track No. 116;  
thence on an angle deflecting to the right of  $90^{\circ}02'08''$  parallel with said track, a distance of 3.80 feet to the Northwesterly corner of said parcel described in Book 9067 at Page 279;  
thence on an angle deflecting to the left of  $90^{\circ}00'00''$  along the Northeasterly line of said deeded parcel, a distance of 160.50 feet to the TRUE POINT OF BEGINNING.

## REAL PROPERTY TRANSFER DECLARATION

### GENERAL INFORMATION

**Purpose:** The real property transfer declaration is used by county assessors to establish the value of real property for property tax purposes and to properly adjust sales for sales ratio analysis. Refer to § 39-14-102(4), C.R.S.

**Requirements:** All conveyance documents subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a real property transfer declaration. This declaration must be completed and signed by the grantor (seller) or grantee (buyer). Refer to § 39-14-102(1)(a), C.R.S.

**Penalty for Noncompliance:** Whenever a conveyance document is presented for recordation without the declaration, the clerk and recorder notifies the county assessor, who will send a written notice to the grantee requesting that the declaration be returned within thirty days.

Failure by the grantee to submit the declaration may result in the assessor imposing a penalty of \$25.00 or .025% (.00025) of the sale price, whichever is greater. This penalty may be imposed for any subsequent year that the grantee fails to submit the declaration, until the property is conveyed again. All unpaid penalties are certified to the county treasurer for collection. Refer to § 39-14-102(1)(b), C.R.S.

**Confidentiality:** Any information used by the assessor to determine the actual value of real property, including information derived from the real property transfer declaration is available to any taxpayer or any agent of such taxpayer, subject to confidentiality requirements as provided by law. The assessor is required to make the declaration available for inspection by the buyer or the seller if the seller filed the declaration.

1. **Address or legal description of real property:** Enter the correct street address or legal description of the real property.

Do not use mailing addresses or P.O. box numbers.

3801 Brighton Boulevard, Denver, CO 80216-3625

2. **Is this a transaction among related parties?** Indicate whether the buyer or the seller were related. Related parties include persons within the same family, business affiliates, or affiliated corporations.

Yes ☒ No ☐

3. **Total sale price:** Indicate the total consideration paid for the property including real estate, personal property (carpeting, drapes, appliances, inventory, equipment, furniture), mobile homes, sheds, goodwill, water rights, mineral rights, and any other appurtenances.

\$ - tax exempt reorganization among affiliated companies under Section 351 of the Internal Revenue Code.

4. **What was the cash down payment?** Enter the amount of the cash down payment, if any. If it is a cash sale, enter the total sales price.

\$ -

5. **Did total sale price include a trade or exchange?** Indicate whether any other real or personal property was traded or exchanged as part of the transaction. For example, mark "Yes" if a vacant lot was traded as the down payment or if the sale included an amount for repair of the roof. See 3 above

Yes ☐ No ☐

6. **Did the buyer receive any personal property in the transaction?** Indicate if any personal property, as described in #3, was included in the total sales price. If yes, give the approximate value as of the date of the sale.

Yes ☐ No ☐ If yes, the approximate value: \$ See 3 above

7. **Were mineral rights included in the sale?** Indicate if any portion of the mineral rights were transferred to the grantee. Mineral right is defined as an interest in minerals in and under the land and all accompanying rights and privileges.

Yes ☐ No ☐ See 3 above

8. **Were water rights included in the sale?** Indicate if any water rights were transferred to the grantee. Water right is defined as the right to use the water of a natural stream or water furnished through a ditch or canal, for such purposes as irrigation, mining, power, or domestic use. Water rights are real property which may be sold and transferred separately from the land.

Yes ☐ No ☐ See 3 above

9. If applicable, you may include goodwill for a going business. If the sale price included an amount for goodwill of an on-going business, indicate the approximate consideration paid. Goodwill is defined as the benefit or advantage of having an established business occupying the property. Goodwill represents the difference between the purchase price and the value of the net assets.

Approximate value of goodwill? \$ \_\_\_\_\_

10. Was less than 100% interest in the real property conveyed? Mark "Yes" if only a partial interest is being conveyed. Mark "No" if the grantee is to have the benefit of 100% interest in the property.

Yes ☐ No ☒

11. Date of Closing: Enter the date upon which the transfer of the property was completed.

2      99  
Month      Day      Year

IF THE PROPERTY IS FINANCED, PLEASE COMPLETE NUMBERS 12 THROUGH 15.

12. Was the loan new ☐ or assumed ☐? Indicate if the grantee obtained a new loan or assumed an existing loan on the property.

13. What was the interest rate on the loan? Enter the mortgage interest rate to be applied to the loan as stated in the financing agreement.

\_\_\_\_\_ %

14. What was the term of the loan? Enter the length of time that will expire before the loan is fully paid as stated in the financing agreement (10 years, 20 years, etc.).

\_\_\_\_\_ years

15. Were any points paid? For the purpose of this document, a point is defined as a fee or charge equal to one percent of the principal amount of the loan which is collected by the lender at the time the loan is made. If any points were paid in securing this loan, indicate how many were paid and if the points were paid by the buyer, seller, or both.

Yes ☐ No ☐ If yes, how many? \_\_\_\_\_ And by whom? \_\_\_\_\_

16. Signed this 9<sup>th</sup> day of February, 1999.

Enter the day, month, and year, and have at least one of the parties sign the document, marking the pertinent identification of each.

Pepsi-Cola Metropolitan Bottling Company, Inc.  
☒ Grantor ☐ Grantee By: \_\_\_\_\_

Regina Allegretti-Davenport, Vice President

Bottling Group  
☐ Grantor ☒ Grantee By: \_\_\_\_\_  
Lawrence F. Dickie, Managing Director

**EXHIBIT 2-F**

**LEASE DATED JUNE 7, 1999, WITH CVJ AXLES, INC. WITH REGARD TO  
CERTAIN PROPERTY MORE SPECIFICALLY IDENTIFIED IN THE LEASE,  
KNOWN AS 4101 BRIGHTON BOULEVARD, DENVER, COLORADO.**

**AGREEMENT OF LEASE**

**BOTTLING GROUP, LLC**

**Landlord**

**and**

**CVJ AXLES, INC**

**Tenant**

**Premises: 4101 Brighton Blvd  
Denver, CO 80216**

**Dated: June 7, 1999**



## LEASE

THIS LEASE (the "Lease") is made as of \_\_\_\_\_, 19\_\_ between BOTTLING GROUP, LLC, a Delaware Limited Liability Company, as landlord (the "Landlord"), and CVJ AXLES, INC., a Colorado Corporation, as tenant (the "Tenant").

### Article 1 - Premises

Section 1.01 In consideration of the agreements herein contained, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises (the "Premises") described in Section 1.02.

Section 1.02 The "Premises" shall consist of Landlord's building located at 4101 Brighton Blvd. in Denver, CO consisting of a building approximately 12,000 square feet (the "Building"), together with a fenced yard area of approximately 100' x 140' (the "Land"), as shown on the diagram attached hereto as Exhibit "A" (the "Site Plan"). The improved real property comprised of the Building and the Land are more particularly described on Exhibit "B" attached hereto.

Section 1.03 Tenant acknowledges that it has inspected and accepts the Premises in their present condition as suitable for the purpose for which the Premises are leased. Taking of possession by Tenant shall be conclusive to establish that the Premises are in good and satisfactory condition when possession is taken. Tenant further acknowledges that no representations or promises were made by Landlord to repair, alter, remodel or improve the Premises, except as expressly set forth in this Lease.

### Article 2 - Term

Section 2.01 The term (the "Term") of this Lease shall commence on July 1, 1999, (the "Commencement Date") and shall expire on June 30, 2004 (the "Expiration Date"), unless sooner terminated in accordance with the provisions herein.

### Article 3 - Rent & Security Deposit

Section 3.01 Commencing on the Commencement Date and for the remainder of the Term, Tenant shall pay rent to Landlord at the annual rate as follows:

**July 1, 1999-June 30, 2000:** Fifty Two Thousand Eight Hundred Dollars (\$52,800.00) payable in equal monthly installments of Four Thousand Four Hundred Dollars (\$4,400.00).

July 1, 2000-June 30, 2001: Fifty Four Thousand Dollars (\$54,000.00) payable in equal monthly installments of Four Thousand Five Hundred Dollars (\$4,500.00).

July 1, 2001-June 30, 2002: Fifty Five Thousand Two Hundred Dollars (\$55,200.00) payable in equal monthly installments of Four Thousand Six Hundred Dollars (\$4,600.00).

July 1, 2002-June 30, 2003: Fifty Six Thousand Four Hundred Dollars (\$56,400.00) payable in equal monthly installments of Four Thousand Seven Hundred Dollars (\$4,700.00).

July 1, 2003-June 30, 2004: Fifty Seven Thousand Six Hundred Dollars (\$57,600.00) payable in equal monthly installments of Four Thousand Eight Hundred Dollars (\$4,800.00). (the "Rent").

Rent includes real estate taxes levied against the Premises. If the Commencement Date falls on any day other than the first day of a calendar month, the Rent payable for the partial month in question shall be prorated.

Section 3.02 Landlord acknowledges that Tenant has deposited with Landlord the sum of Two Thousand Eight Hundred Dollars (\$2,800.00) as a security deposit ("Security Deposit"), which sum shall be held by Landlord, without obligation for interest, as security for the performance of Tenant's covenants and obligations under this Lease, it being expressly understood and agreed that the Security Deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Upon the occurrence of any event of default by Tenant, Landlord may, without prejudice to any other remedy provided herein or provided by law, use the Security Deposit to the extent necessary to make good any arrears of Rent or other payments due Landlord hereunder, all of which shall be deemed to be rent, and any other damage, injury, expense or liability caused by such event of default; and Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. Any remaining balance of the Security Deposit shall be returned by Landlord to Tenant after termination of this Lease, provided all of Tenant's obligations under this Lease have been fulfilled.

#### Article 4 - Additional Payments

Section 4.01 In addition to Rent and all other charges required under this Lease, Tenant shall, during the Term, reimburse Landlord for the following items within ten (10) days of being billed therefor:

(a) Any and all other sums other than Rent that may become due Landlord by reason of the failure of Tenant, after the giving of any required notice and time to cure, to comply with any one or more of the covenants of this Lease and any and all damages, costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs) that

Landlord has suffered or incurred thereby or any damages to the Premises caused by the negligence of Tenant.

(b) A late charge equal to the lesser of ten percent (10%) of any amount that is not paid within five (5) days after it is due or (ii) the maximum rate permitted by law.

(c) All taxes becoming a lien or charge against the Land or the Building, to the extent that the same are assessed on the basis of the value of any machinery or equipment installed by Tenant.

Section 4.02 All amounts payable under Section 4.01 and any other provision of this Lease. Tenant's obligation to pay Rent or any other charges under this Lease shall survive any expiration or termination of this Lease.

#### Article 5 - Use

Section 5.01 The Premises may be used and occupied solely for office storage of automotive parts and supplies, automotive machine shop, rebuilding of automotive parts, and the sale of automotive parts and related products, in accordance with all applicable zoning and other legal requirements, and for no other purposes. Tenant acknowledges that Landlord has not made any representations or warranties with respect to the suitability of the Premises for Tenant's uses or that such uses comply with law.

#### Article 6 - Termination, Extension and Hold-Over

Section 6.01 In the event that the Premises are not surrendered on the Expiration Date, or if this Lease shall be sooner terminated by Landlord in accordance with the provisions of Article 20 hereof and Tenant shall fail to surrender the Premises in accordance with said Article, Tenant shall:

(a) Indemnify Landlord against any loss, liability and expenses resulting from Tenant's delay in surrendering the Premises; and

(b) Pay to Landlord for any such extended use and occupancy one and one half - (1 ½) times the Rent, together with all other sums payable hereunder then applicable for each month or portion thereof that such delay exists.

The provisions of this Article 6 shall not operate as a waiver by Landlord of any other remedies herein provided.

#### Article 7 - Place of Payment

Section 7.01 All Rent shall be payable to Landlord or its agents at the address set forth in Section 24.01, or at such other place as Landlord may from time to time designate by notice in writing to Tenant.

#### Article 8 - Tenant's Covenants

Section 8.01 Tenant, at its sole cost and expense, shall promptly fulfill and comply with all Federal, state and local laws, ordinances, regulations and requirements of any and all governmental or quasi-governmental authorities having jurisdiction over the Building or the Land and relating to Tenant's occupancy of the Premises or the business conducted therein. However, Tenant shall not be required to make any repairs relating to the structure of the Building, except to the extent that any such repairs are required by any act, omission or negligence of Tenant or its employees, agents, invitees, licensees, approved subtenants, contractors, subcontractors or permitted assignees (sometimes herein collectively referred to as "Tenant's Parties").

Section 8.02 Tenant shall use reasonable precautions to prevent fire, and shall immediately notify Landlord of any and all conditions which may have a negative impact on fire prevention or safety or of any accident, fire or damage occurring on or to the Premises.

Section 8.03 Tenant shall attorn to and recognize as Landlord under this Lease, any transferee of Landlord's interest whether by voluntary or involuntary sale or transfer, including, but not limited to, any purchaser which shall succeed to the interest of Landlord hereunder at any foreclosure sale or at any sale under a power of sale contained in any mortgage that now exists upon the Land and/or the Building or any part thereof and all renewals, consolidations and extensions thereof, as the case may be. Tenant shall execute and deliver in recordable form whatever instruments may be reasonably required to acknowledge such agreement to attorn.

Section 8.04 Tenant shall not place or allow to be placed any stand, booth, sign, showcase, device or projection of any kind upon the entrance, vestibules, outside walls or windows of the Premises or Building without the prior written consent of Landlord (which consent may be withheld in Landlord's sole discretion).

Section 8.05 Tenant shall not exceed the floor loading capacity of the Premises without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. If Landlord so consents, Tenant agrees, at its sole cost and expense, to construct additional supports as may be necessary in those areas of the Premises, if any, where the normal loading requirements are to be exceeded.

Section 8.06 Hazardous Material. Except as outlined in Exhibit "C", (a) Tenant hereby represents, warrants and covenants that: (i) Tenant's business operations in the Premises do not and will not involve the use, storage or generation of "Hazardous Material" (as defined below).

without Landlord's prior written consent (which consent may be withheld in Landlord's sole discretion); (ii) Tenant shall not cause or permit any Hazardous Material to be brought upon, stored, manufactured, generated, blended, handled, recycled, disposed of, used or released on, in, under or about the Premises by Tenant or Tenant's Parties; and (iii) Tenant shall keep, operate and maintain the Premises in compliance with all, and shall not permit the Premises to be in violation of any Federal (including, but not limited to, the Comprehensive Environmental Response Claim and Liability Act of 1980, 42 U.S.C. §§ 9601 et. seq.), state or local environmental, health and/or safety related law currently existing and as amended, enacted, issued or adopted in the future which is applicable to the Premises (collectively, "Environmental Laws").

(b) To the fullest extent permitted by law, Tenant shall indemnify, protect, defend and hold Landlord, its principals and partners (disclosed and undisclosed), officers, employees, agents, lenders and each of their respective successors and assigns (collectively, the "Indemnified Parties") harmless from any and all claims, judgments, damages, penalties, enforcement actions, taxes, fines, remedial actions, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements, litigation, arbitration, administrative and/or other court proceeding costs, expert and consultant fees and laboratory costs), which arise during or after the Term in whole or in part as a result of the presence or suspected presence of any Hazardous Material, in, under or about the Premises and/or any other properties due to Tenant's or Tenant's Parties' activities, or failure to act, on or about the same. Without limiting the foregoing, if any Hazardous Material is found in, on, under or about the Premises at any time during or after the Term, the presence of which was caused by Tenant and/or Tenant's Parties, Tenant shall, at its sole cost and expense, promptly take all actions as are necessary to return the Premises to the condition existing prior to the introduction or release of such Hazardous Material in accordance with applicable Environmental Laws and Landlord's prior written approval, which approval shall not be unreasonably withheld. The terms and provisions of this Section 8.06 shall survive expiration or earlier termination of this Lease.

(c) For purposes of this Lease, the term "Hazardous Material" means any chemical, substance, material, controlled substance, object, condition, waste or combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any federal, state or local law based upon, directly or indirectly, such properties or effects.

#### Article 9 - Alterations

Section 9.01 During the Term, Tenant shall not make any alterations, additions,

or improvements to the Premises without Landlord's prior written consent in each instance, which consent may be withheld in Landlord's sole and absolute discretion.

#### Article 10 - Services and Equipment

Section 10.01 Tenant shall, at its sole cost and expense, contract for and arrange for the periodic removal from the Premises and the Building of all refuse and rubbish.

Section 10.02 Tenant shall, at its sole cost and expense, contract for and arrange for snow removal services for all driveways, loading docks, and parking areas within the Premises, as well as maintain and repair and re-pave, as necessary, all driveways and pavement and parking areas.

Section 10.03 Notwithstanding anything to the contrary in this Article 10 or contained elsewhere in this Lease, Landlord may institute such policies, programs and measures as may be necessary, required or expedient for the conservation and/or preservation of energy or energy services, or as may be necessary to comply with applicable governmental laws, codes, rules or regulations (including Environmental Laws) and Tenant shall comply with such policies, programs and measures.

#### Article 11 - Utilities

Section 11.01 Tenant shall, at its sole cost and expense, contract and pay for all utility services to the Premises (including, without limitation, gas and electricity, heat, light, trash removal, sanitary and storm sewer, water and telephone services).

Section 11.02. Landlord shall not be liable or responsible to Tenant for any loss, damage or expense which Tenant may sustain or incur if either the quantity or character of any utility service is changed by the public utility furnishing the same or is no longer available or suitable for Tenant's requirements.

Section 11.03 Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the Building or the risers or wiring installation. Any risers or wiring necessary to meet Tenant's excess electrical requirements, upon written request of Tenant, will be installed by Landlord, at the sole cost and expense of Tenant if, in Landlord's sole judgment, the same are necessary and will not cause permanent damage or injury to the Building or cause or create a dangerous or hazardous condition or entail excessive or unreasonable alterations, repairs or expense.

Section 11.04 Tenant shall make no alterations or additions to the electric equipment or installation without the prior written consent of Landlord in each instance (which consent may be withheld by Landlord in its sole and absolute discretion) and all work shall be done by Landlord

at Tenant's sole cost and expense in accordance with plans and specifications of Tenant to be submitted and approved by Landlord.

#### Article 12 - Repairs

Section 12.01 Tenant, at its sole cost and expense, shall keep the Premises, including, without limitation, the plumbing, electrical, heating, ventilation and air conditioning systems and yard, pavement, and the fixtures and appurtenances therein, in good working order and condition, shall make all repairs thereto which are not Landlord's obligations pursuant to any provisions of this Lease, and shall commit no waste in the Premises. All repairs, restorations or replacements by Tenant shall be of first-class quality and performed in a good and workmanlike manner.

Section 12.02 Landlord shall make only those repairs necessary to maintain the Building structure and roof in their current state, reasonable wear and tear excepted, but only to the extent that the aggregate costs of such repairs, as estimated by Landlord, do not exceed fifty percent (50%) of the aggregate Rent of the calendar year in which such repairs may be required; it being expressly understood and agreed that for purposes of this provision the re-paving of pavements, sidewalks, driveways or other surface areas shall not be deemed structural and shall be the responsibility of Tenant. Notwithstanding anything to the contrary, in no instance shall Landlord (i) be obligated for any repairs that Landlord is obligated to make hereunder until the expiration of a reasonable period of time after receipt of written notice from Tenant that such repairs are needed or (ii) be obligated under this Article to repair any damage caused by any act, omission or negligence of Tenant or Tenant's Parties.

Section 12.03 There shall be no allowance to Tenant or diminution of Rent and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from the making of any repairs, alterations, additions, substitutions or improvements in or to any portion of the Premises or in and to the fixtures, appurtenances and equipment thereof.

#### Article 13 - Insurance Requirements

Section 13.01 Tenant shall not knowingly do or permit to be done any act or thing upon the Premises which will invalidate or be in conflict with any certificate of occupancy or other similar permit or approval for the Premises or the terms of any fire insurance policies covering the Building and the fixtures and property therein; and shall in its use and occupancy of the Premises, and at its own cost and expense, comply with all rules, orders, regulations or requirements of any fire protection association or any other similar body having jurisdiction, and shall not do or permit anything to be done in or upon the Premises or bring or keep anything therein or use the Premises in a manner which increases the normal rate of fire insurance upon the Building or on the property or equipment located therein.

Section 13.02 If any installation in or use of the Premises by Tenant increases the rate of fire insurance on the Building or on the property and equipment of Landlord in the Building and

such rate shall be higher than it otherwise would be, Tenant shall reimburse Landlord for that part of the fire insurance premiums thereafter paid by Landlord which shall have been charged because of such installation or use by Tenant and Tenant shall make the reimbursement on the first (1st) day of the month following such payment by Landlord.

Section 13.03 (a) Tenant covenants and agrees to provide before the Commencement Date and to keep in force during the entire Term: (1) comprehensive general liability insurance for the mutual benefit of Landlord and Tenant relating to the Premises and its appurtenances, with limits of not less than One Million Dollars (\$1,000,000) combine single limits for personal injury or death or property damage; (2) fire and extended coverage, vandalism, malicious mischief and special extended coverage insurance covering all risks of physical loss, in an amount adequate to cover the full cost of replacement of all personal property of Tenant located in the Premises, including furniture furnishings and equipment; and (3) worker's compensation insurance at the statutory limits and employer's liability coverage. All such insurance shall name Landlord as an additional insured. Tenant agrees to deliver to Landlord, at least fifteen (15) days prior to the time such insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days prior to the expiration of any such policy, either a duplicate original or a certificate of insurance procured by Tenant evidencing compliance with its obligations hereunder, together with evidence of payment therefor.

(b) All of the aforesaid insurance shall be written by one (1) or more responsible insurance companies satisfactory to Landlord, having a rating of not less than an A VIII, as rated by A.M. Best & Company, and shall contain endorsements that: (i) such insurance may not be cancelled or amended with respect to Landlord except upon thirty (30) days written notice by registered mail to Landlord from the insurer; (ii) Tenant shall be solely responsible for payment of premiums for such insurance; and (iii) such insurance should be deemed "primary" policies not contributing with, nor in excess of, coverage that Landlord may carry. In the event tenant fails to furnish such insurance, Landlord may obtain such insurance and the premiums shall be paid by Tenant to Landlord upon demand. The minimum limits of the aforesaid insurance shall be subject to increase if Landlord, in the exercise of its reasonable judgment, shall deem it necessary for adequate protection.

Section 13.04 Landlord shall obtain "all risk" property insurance including fire and extended coverage, vandalism, malicious mischief and special extended coverage insurance covering all risks of physical loss, in an amount adequate to cover the full cost of replacement of the Building, it being expressly understood and agreed that any such "all risk" property insurance shall exclude coverage for Tenant's fixtures, improvements, personal property and/or stored items. Tenant shall be responsible for the deductible amount of Landlord's property insurance described in the preceding sentence if the damage or loss is due to the negligence or willful misconduct of Tenant or Tenant's Parties.



Section 13.05 Each insurance policy carried by Landlord or Tenant and insuring all or any part of the Building or the Premises, including improvements, alterations and changes in and to the Premises made by either of them and Tenant's trade fixtures and contents therein, shall be written in a manner to provide that the insurance company waives all right of recovery by way of subrogation against Landlord or Tenant, as the case may be, in connection with any loss or damage to the Premises, or to the Building, or to property or businesses caused by any of the perils covered by fire and extended coverage, and business interruption insurance. So long as the policy or policies involved can be so written and maintained in effect, neither Landlord nor Tenant shall be liable to the other for any such loss or damage. In the event of inability on the part of either party to obtain such provision in its policy or policies with the carrier with whom such insurance is then carried, or such carriers requiring payment of additional premium for such provision, the party so affected shall give the other party written notice of such inability or the increase in premium, as the case may be. The party to whom such notice is given shall have fifteen (15) days from the receipt thereof within which: (1) in the case of such inability on the part of the other party, to procure from the aforesaid other party's insurance carrier in writing, at no increase in premium over that paid theretofore by the party so affected, such waiver of subrogation; (2) in the case of increased premium, to pay the other party so affected the amount of such increase; or (3) to waive in writing, within the time limit set forth herein, such requirement to obtain the aforesaid waiver of subrogation. Should the party to whom such notice is given fail to comply as aforesaid within the said fifteen (15) day period, each and every provision in this Article in favor of such defaulting party shall be cancelled and of no further force and effect.

#### Article 14 - Covenant of Quiet Enjoyment

Article 14.01 Landlord covenants that so long as Tenant timely pays the Rent and pays and performs all other obligations due from Tenant to the Landlord hereunder, Tenant's peaceable and quiet use and enjoyment of the Premises and all other rights and privileges hereunder for the Term shall not be hindered or interfered with by any claims by, through or under the Landlord, subject to the terms and provisions of any mortgage, deed of trust or ground lease to which this lease now or in the future may be subordinate.

#### Article 15 - Liability of Landlord; Indemnification; and Excuse of Performance

Section 15.01 (a) Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, electrical disturbance, water, rain or snow or leaks from any part of the Building or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or caused by dampness or by any other cause of whatever nature, unless caused by or due to the gross negligence or willful misconduct of Landlord, its agents, servants or employees acting within the scope of their employment. In no event shall Landlord be liable for any loss, the risk of which is covered by the insurance Tenant is required to carry hereunder (whether in fact the

same is procured); nor shall Landlord or its agents be liable for any such damage caused by other tenants or persons in the Building or caused by operations in construction of any private, public, or quasi-public work.

(b) Tenant agrees to immediately notify Landlord of any damages to the Premises or of any dangerous or negligent condition existing in the Premises to the extent known to Tenant.

(c) Landlord shall not be liable in any event for loss of, or damage to, any property, entrusted to any of Landlord's employees or agents by Tenant without Landlord's specific written consent.

Section 15.02 Landlord shall not be liable to Tenant or Tenant's Parties for any liability arising from or occasioned by the injury or death of the employees, agents, contractors, invitees and licensees of Tenant or Tenant's Parties, irrespective of the cause of such injury or death, unless caused by or due to grossly negligent acts or omissions or willful misconduct of Landlord, its agents or employees, acting within the scope of their employment.

Section 15.03 To the fullest extent permitted by law, Tenant shall defend, indemnify and save harmless the Indemnified Parties, against and from all liabilities, obligations, damages, penalties, fines, claims, costs, charges and expenses, including reasonable attorneys' fees, disbursements and court costs, which may be imposed upon or incurred by or asserted against any such Indemnified Party during the Term, or during any period of time that Tenant may have been given access to or possession of all or any part of the Premises arising directly or indirectly from any negligent act or omission of Tenant or any of Tenant's Parties. In case any action or proceeding is brought against Landlord or any other Indemnified Party by reason of any such claim or any other matter above described, Tenant, upon written notice from Landlord, shall, at Tenant's sole cost and expense, resist or defend such action or proceeding by counsel approved by Landlord in writing, which approval Landlord shall not unreasonably withhold. Tenant shall not enter into any settlement, offset, covenant not to sue or otherwise settle any action or proceeding without Landlord's permission, which shall not be unreasonably withheld.

Section 15.04 Landlord shall incur no liability to Tenant whatsoever should any utility become unavailable from any public utility company, public authority or any other person, firm or corporation, including Landlord supplying or distributing such utility. Landlord shall under no circumstances be liable to Tenant in damages or otherwise for any interruption in providing any utility or mechanical service for any reason including, but not limited to, breakdowns, making of repairs or improvements thereto and the same shall not constitute a termination of this Lease or a constructive eviction.

Section 15.05 This Lease and the obligations of Tenant to pay Rent hereunder and perform all of the other covenants, agreements, terms, provisions and conditions hereunder on

the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to fulfill or is delayed in fulfilling any of its obligations under this Lease or is unable to supply or is delayed in supplying any service, express or implied, to be supplied or is unable to make or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of any cause whatsoever beyond Landlord's reasonable control, including, but not limited to, accidents, acts of God, strikes, labor troubles, governmental preemption in connection with a national emergency or by reason of any rule, order or regulation of any department or subdivision thereof or of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war, hostilities or other similar emergency.

#### **Article 16 - Damage By Fire Or Other Cause**

**Section 16.01** If the Premises or the Building should be partially or totally damaged or destroyed by fire or other cause, Tenant shall have a right to terminate this Lease as of the date of such damage or destruction. All insurance proceeds under the all risk policy referred to in Article 13.03 above, covering the Building shall be payable to Landlord and Tenant as their interest may appear.

**Section 16.02** In the event of the termination of this Lease pursuant to the provisions of Section 16.01, this Lease and the Terms and estate hereby granted shall expire as of the date of such termination in the same manner and with the same effect as if that were the date set for the normal expiration of the Term of this Lease, and the Rent and shall be apportioned as of such date.

#### **Article 17 - Condemnation**

**Section 17.01** In the event that any part of the Premises or the Building shall be condemned or taken permanently or temporarily for any public or quasi-public use, this Lease and the estate hereby granted, shall forthwith cease and terminate as of the date of taking of possession for such use or purpose.

**Section 17.02** In the event of the termination of this Lease pursuant to the provisions of Section 17.01, this Lease and the Term and estate hereby granted shall expire as of the date of such termination in the same manner and with the same effect as if that were the date set for the normal expiration of the Term of this Lease, and the Rent shall be apportioned as of such date.

**Section 17.03** Landlord shall be entitled to receive the entire award arising from any condemnation proceeding without deduction therefrom for any estate vested in Tenant by this Lease and Tenant shall receive no part of such award or awards, except as provided in Section 17.04. Tenant hereby expressly assigns to Landlord any and all of its right, title and interest in or to such award or awards or any part thereof.

Section 17.04 Notwithstanding the foregoing, in the event of any condemnation or taking pursuant to this Article, Tenant shall be entitled to appear, claim, prove and receive in the condemnation proceeding such amounts as may be separately awarded to Tenant for removal expenses, business dislocation damages and moving expenses. In the event Tenant shall make a claim against the condemning authority as described herein, Landlord agrees to cooperate with Tenant and assist Tenant in its claim by making all of Landlord's records with respect to Tenant's use of the Premises and Tenant's Work available to Tenant.

#### Article 18 - Entry

Section 18.01 Landlord or its agents or designees shall have the right to enter the Premises, at reasonable times upon prior notice, for the purpose of making such repairs or alterations as Landlord shall be required or shall have the right to make by the provisions of this Lease. In the case of an emergency, Landlord shall have the right to enter the Premises for such reasonable purposes as Landlord, in its discretion, may find appropriate. Landlord shall also have the right to enter the Premises, at reasonable times upon prior notice, for the purpose of inspecting it or exhibiting it to prospective purchasers, tenants or mortgagees.

#### Article 19 - Bankruptcy

Section 19.01 If at any time prior to the Commencement Date or during the Term of this Lease there shall be entered a decree or order providing for relief by a court having jurisdiction in respect of the Tenant in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee sequestrator (or similar official) of the Tenant or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and if such decree or order shall continue unstayed and in effect for a period of thirty (30) consecutive days, this Lease, at the option of the Landlord exercised within a reasonable period of time after notice of the happening of any such event and during its continuance, may be cancelled and terminated and in such event neither Tenant nor any person claiming through or under Tenant or by virtue of any statute or of any order of any court shall be entitled (i) in the case of any such event happening prior to the Commencement Date, to possession of the Premises, or (ii) in the case of any such event happening during the Term, to remain in possession of the Premises and Tenant shall forthwith quit and surrender the Premises, and Landlord, in addition to the other rights and remedies it has by virtue of any other provision in this Lease contained or by virtue of any statute or rule of law, may retain as liquidated damages any Rent, security deposit or monies received by it from Tenant or others on behalf of Tenant upon the execution of this Lease.

#### Article 20 - Defaults; Remedies; Damages

Section 20.01 Any one or more of the following events shall constitute an "Event of Default":

(a) The sale of Tenant's interest in the Premises under attachment, execution or similar legal process.

(b) The failure of Tenant to pay any Rent within five (5) days after the due date.

(c) Failure by Tenant in the performance or observance of any other covenant or agreement of this Lease, which failure is not cured within ten (10) days after the giving of notice thereof by Landlord, unless such failure is of such nature that it cannot be cured within such ten (10) day period, in which case Landlord shall not exercise the remedies described below so long as Tenant shall commence the curing of the default within such ten (10) day period and shall thereafter diligently prosecute the curing of same.

Section 20.02 Upon the occurrence and continuance of an Event of Default, Landlord, without notice to Tenant in any instance (except where expressly provided for below), may do any one or more of the following:

(a) Perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice, the cost of which performance by Landlord, together with interest thereon from the date of such expenditure until the date Landlord receives reimbursement and, at Landlord's sole option, shall be (i) payable by Tenant to Landlord upon demand or (ii) deducted by Landlord from the Security Deposit.

(b) Elect to terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant, and reenter the Premises, by summary proceedings or otherwise, and remove Tenant and all other persons and property from the Premises, and store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby, other than Landlord's negligence.

(c) Exercise any other legal or equitable right or remedy which it may have.

Notwithstanding the provisions of clause (a) above and regardless of whether an Event of Default shall have occurred, Landlord may exercise the remedy described in clause (a) without any notice to Tenant if Landlord, in its good faith judgment, believes it would be materially injured by failure to take rapid action or if the unperformed obligation of Tenant constitutes an emergency.

Section 20.03 If this Lease is terminated pursuant to this Article, Landlord may relet the Premises or any part thereof, alone or together with other premises, for such term or terms (which may be greater or less than the period which otherwise would have constituted the balance of the Term) and on such terms and conditions (which may include concessions or free

rent and alterations of the Premises) as Landlord, in its reasonable discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of any failure by Landlord to relet the Premises or any failure of Landlord to collect any rent due upon such reletting.

Section 20.04 Tenant further agrees that it shall not interpose any counterclaim in a summary proceeding or in any action based on non-payment of Rent or any other payment required by Tenant hereunder.

Section 20.05 No reference to any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled by law or in equity. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any such breach shall constitute a waiver of any such breach, agreement, term, covenant or condition. No waiver by Landlord of any breach by Tenant under this Lease or of any breach by any other tenant under any other lease of any portion of the Building shall affect or alter this Lease in any way whatsoever.

#### **Article 21 - Assignment, Mortgaging, and Subleasing**

Section 21.01 Tenant shall not assign this Lease, sublease, nor permit any third party to occupy, all or any part of the Premises nor mortgage its leasehold interest in the Premises without the prior written approval of Landlord, said approval shall not be unduly withheld. Any assignment, sublease or other disposition or attempted assignment, sublease or other disposition of all or any portion of Tenant's interest in the Premises without Landlord approval is in violation of the terms of this Section 21.01 and shall be deemed null and void and of no force or effect.

#### **Article 22 - Subordination**

Section 22.01 This Lease and all of the rights of Tenant hereunder shall be subject and subordinate to any and all mortgages and ground leases which now or may hereafter affect the Land and/or the Building and to any and all renewals, modifications, consolidations, replacements and extensions thereof. It is the intention of the parties that this provision be self-operative in that no further instrument shall be required to effect such subordination of this Lease. Tenant shall, however, upon demand at any time or times execute, acknowledge and deliver to Landlord without expense to Landlord, any and all instruments that may be necessary or proper to subordinate this Lease and all rights of Tenant hereunder to any such mortgage or lease or to confirm or evidence such subordination

#### **Article 23 - Surrender of Premises**

Section 23.01 Upon the expiration or other termination of this Lease for any cause whatsoever, Tenant shall remove Tenant's goods, effects, personal property, business and trade fixtures, machinery and equipment and those of any persons claiming under Tenant and quit and deliver the Premises to Landlord peaceably and quietly in as good order and condition as the same are at the commencement of the Term, reasonable use and wear only excepted. Tenant's goods, effects, personal property, business and trade fixtures, machinery and equipment not removed by Tenant at the expiration or other termination of this Lease shall be considered abandoned and Landlord may dispose of the same as it deems expedient, but Tenant shall promptly reimburse Landlord for any expenses incurred by Landlord in connection therewith, including, without limitation, the cost of removal thereof and repairing any damage occasioned by such removal. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Term.

#### Article 24 - Notices

Section 24.01 For the purposes of the payment of Rent and all other notices and communications between the parties, the addresses of Landlord and Tenant shall be as follows:

Landlord:     Bottling Group, LLC  
                  3801 Brighton Blvd.  
                  Denver, CO 80216  
                  Attn: Plant Manager  
                  Somers, New York 10589  
                  FAX #: (303)299-4363

with a copy to:

Bottling Group, LLC  
1 Pepsi Way  
Somers, New York 10589-2201  
Attn: Real Estate Manager  
FAX#: (914) 767-1460

Tenant:        CVJ Axles, Inc.  
                  4101 Brighton Blvd.  
                  Denver, CO 80216  
                  Attn: Steve Skirrow  
                  FAX: (303)297-0650

Any notices and other communications to be delivered by either party to the other pursuant to this Lease shall be in writing and shall be deemed delivered as follows, except as otherwise specifically provided in this Lease: (a) when hand delivered or telecopied (provided that

telecopied notices must be confirmed within any applicable time period plus two (2) days by one of the following methods of notice); (b) one (1) business day after mailing by Federal Express or other overnight courier service; or (c) three (3) business days after deposit in the United States mail by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be charged with notice at the above-recited address or the above-recited telecopier number or such other address or telecopier number as either party from time to time may designate by notice delivered to the other; provided, however, that no notice of change of address or telecopier number shall be deemed given until received by the party to be notified. Except as otherwise specifically provided herein, in the computation of any period of time which shall be required or permitted hereunder or under any law for any notice or other communication or for the performance of any term, condition, covenant or obligation, the day from which such period runs shall be excluded and the last day of such period shall be included unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.

#### Article 25 - Estoppel Certificate

Section 25.01 Tenant agrees at any time, and from time to time, upon not less than fifteen (15) days' prior notice to execute, acknowledge and deliver, without cost or expense to Landlord, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and further stating the modifications) and the dates to which the Rent and other charges have been paid, and stating whether or not, to the best knowledge of the signer of such certificate, Landlord is in default in performance of any covenant, agreement, term, provision or condition contained in this Lease on its part to be performed, and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by any party with whom the party requesting such certificate may be dealing.

#### Article 26 - Broker

Section 26.01 Broker's Commission. Landlord and Tenant each warrant and represent for the benefit of the other that it has not dealt with any real estate broker, finder or agent in connection with this Lease and that no broker or person is entitled to any commission or finder's fee in connection with this Lease. Landlord and Tenant each agree to indemnify and hold harmless the other against any loss, liability, damage, cost, claim or expense (including, without limitation, reasonable attorneys' fees, disbursements and court costs) incurred by the indemnified party by reason of any brokerage fee, commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party. The provisions of this Article 26 shall survive the expiration or any earlier termination of this Lease.



## Article 27 - Miscellaneous

Section 27.01 Successors and Assigns. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon and inure to the benefit of Tenant, its successors and permitted assigns, if any.

Section 27.02 Captions and Headings. The Article and Section captions and headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease.

Section 27.03 No Joint Venture. Any intention to create a joint venture or partnership or any relationship other than Landlord and Tenant between the parties hereto is hereby expressly disclaimed, and, in no event, shall Landlord have any liability for Tenant's debts and liabilities, nor shall Tenant have any liability for Landlord's debts and liabilities.

Section 27.04 No Option. The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and this Lease shall become effective only upon execution and delivery thereof by both parties.

Section 27.05 No Modification. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can be modified only by a writing signed by the party against whom the modification is enforceable.

Section 27.06 Severability. If any term or provision, or any portion thereof of this Lease, or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 27.07 Limited Liability. Notwithstanding anything contained in this Lease to the contrary, the liability of Landlord under this Lease shall be limited to its leasehold interest in the Building and Tenant agrees that no judgment against Landlord under this Lease may be

satisfied against any property or assets of Landlord other than the leasehold interest of Landlord in the Building.

Section 27.08 Third Party Beneficiary. Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary except rights contained herein for the benefit of a mortgagee.

Section 27.09 Applicable Law. This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Colorado.

Section 27.10 Due Authorization. The person executing this Lease on behalf of Tenant hereby represents that he has been duly authorized by the Board of Directors of Tenant to execute and deliver this Lease on behalf of Tenant.

Section 27.11 Confidentiality. Tenant agrees to keep the terms of this Lease confidential, except as disclosure is necessary or advisable with respect to Tenant's auditors, counsel and other bona fide advisors.

Section 27.12 Right to Terminate. Any time after July 1, <sup>2002</sup>~~2001~~, Landlord or Tenant shall have the right to terminate the Lease with twelve (12) months written notice (the "Termination Notice"). The term of this Lease shall expire on the date specified in the Termination Notice as though such date was the original expiration date and Tenant shall vacate the Premises in accordance with the terms and provisions of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

LANDLORD: BOTTLING GROUP, LLC

By: Paul P. W. Wuri 

Its: Managing Director

TENANT: CVJ AXLES, INC.

By: Stephen G. Shinn

Its: President

STATE OF NEW YORK)

) SS.

COUNTY OF WESTCHESTER)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Panela McGure, who acknowledged that he did sign the foregoing instrument and that the same is a free act of Bottling Group, LLC.

IN WITNESS WHEREOF, I hereunto have set my hand and seal at  
Seneca, NY this 15<sup>th</sup> day of July, 1999.

CYNTHIA M. POGGIOGALLE  
Notary Public, State of New York  
No. 4863799  
Qualified in Dutchess County 2000  
Commission Expires June 30, 1999

Cynthia M. Poggiogalle  
Notary Public

STATE OF CO)

) SS.

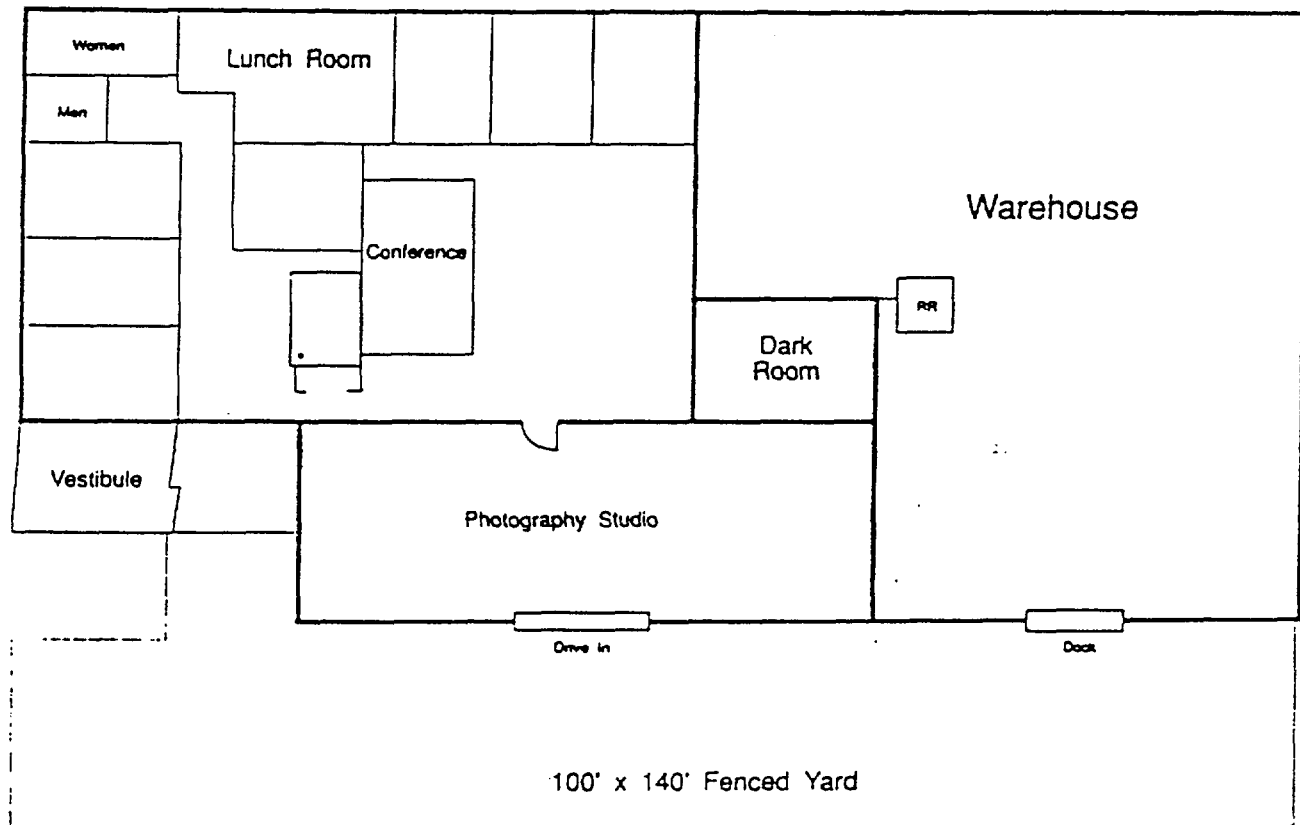
COUNTY OF DENVER)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Stephen Skirrow, who acknowledged that he did sign the foregoing instrument and that the same is a free act of CVJ Axles, Inc.

IN WITNESS WHEREOF, I hereunto have set my hand and seal at  
DENVER, CO this 8<sup>th</sup> day of July, 1999.

Phill Weaver Cordova  
Notary Public  
Commission Expires: 7-30-2002

Exhibit A



CP

Exhibit B

That part of the  $\frac{1}{4}$  of the NW $\frac{1}{4}$  Section 23 T.35., R.68W. of the 6th P.M., City and County of Denver, State of Colorado located within boundaries described as follows:

Beginning at a point that is 600.00 feet south by perpendicular measurement from the E-W centerline of said NW $\frac{1}{4}$  and 617.00 feet northwesterly by perpendicular measurement from the the northwesterly line of Brighton Blvd, said point being recorded in Book 8351, Page 217, May 11, 1959 and in Book 3183, Page 350, August 27, 1984 in the City and County of Denver;

Thence easterly and parallel with said E-W centerline a distance of 51.52 feet;

Thence southwesterly along a line as recorded in Book 3183, Page 350 and parallel with said northwesterly line a distance of 504.80 feet;

Thence on an angle to the right of 90°00'00" a distance of 36.50 feet to a point on the northwesterly line of a parcel of land as recorded in Book 3183, Page 350, said point being 617.00 feet northwesterly by perpendicular measurement from said northwesterly line of Brighton Blvd., also being the southeasterly line as recorded in Book 8351, Page 217;

Thence northeasterly and parallel with said northwesterly line a distance of 468.44 feet to the Point of Beginning.

Containing 17,761.90 square feet of 0.41 acres more or less.

## EXHIBIT C

### Hazardous Materials

CVJ Axles, Inc.      List of Hazardous Materials used.      6/3/99

The hazardous materials we use are: normal office supplies, various usual products used to maintain our delivery fleet and industrial equipment, aerosol paints, WD-40, hydrochloric acid (used to neutralize our washer fluids), washer cabinet soaps, floor soaps, hydraulic fluid, grease.

We are classified as a small quantity generator. The hazardous wastes we generate are: stoddard solvent from two auto parts washers and solvent from a carburetor cleaner. These are serviced by reputable companies that removes, recycles and/or properly disposes of these wastes. We also generate dirty paint filters that are properly and legally disposed of.

Other wastes are periodically tested, classified and disposed of as industrial waste. These include sludge from our cabinet washers and dust from the dust collection system.

EXHIBIT 6.b-B

CVJ AXLES, INC. INFORMATION PROVIDED TO THE U.S. ENVIRONMENTAL  
PROTECTION AGENCY

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
SHALLOW INJECTION WELL INVENTORY REQUEST FORMMailed  
6/8/01

Business Name CVT Axles, Inc. Address 4101 Brighton Blvd.  
City Denver State CO Zip Code 80216  
Contact Person: Stephen Skirrow Phone (303) 297-2448

Shallow injection wells (Class V) are shallow fluid disposal systems, that dispose wastes into shallow aquifer systems and include but are not limited to the following types of disposal systems: commercial or industrial sumps, drain fields, cesspools, septic systems, drinking water wells, infiltration galleries, backfill of mined out areas, disposal to old mine shafts, and dry wells. The Underground Injection Control (UIC) regulations require basic inventory information for all disposal systems and additional information for certain types of Class V systems.

This form is designed to collect the basic information for all systems, to determine which are used for subsurface emplacement of fluids and additional information for those systems with a greater potential for contaminating ground water supplies.

How does your business dispose of the fluid wastes generated, including fluid waste, waste water, slurry, spills, storm water and sanitary bathroom wastes? Please mark all methods that apply below:

## IDENTIFICATION OF DISCHARGE/DISPOSAL/PLACEMENT SYSTEM.

- ☒ 1. Waste fluids discharged to a municipal sewer system.
- ☐ 2. Waste fluids discharged to a lagoon or pond.
- ☐ 3. Waste fluids discharged to surface water, lake, river, stream or wetlands.
- ☒ 4. Waste fluids stored and/or hauled away (includes wash water, oil, fuel, solvent, antifreeze etc.). Please list:  
Oil, Solvent, Wash Water
- ☐ 5. Waste fluids spilled or drained on ground (includes wash water, oil, fuel, solvent, antifreeze etc.). Please list:
- ☐ 6. Waste fluids disposed of using an abandoned drinking water well.
- ☐ 7. Discharge of any type of fluid into a well, including cooling water.
- ☒ 8. Surface runoff to dry well (sump), mostly storm water runoff.
- ☐ 9. Surface runoff to dry well (sump), storm water runoff plus spills, leaks, and/or chemical discharges.
- ☐ 10. Discharge to dry well, sump, or septic system, fluids from any industrial process or vehicle/equipment service or maintenance bay.
- ☐ 11. Discharge to a dry well, sump, or septic system, fluids from vehicle/equipment washing operation.
- ☐ 12. Discharge of cleaning solvents or waste water containing solvents to a dry well, sump or septic system.
- ☐ 13. Discharge to a dry well, sump, or septic system, other.
- ☐ 14. Discharge to an infiltration gallery, industrial wastes or storm water.
- ☐ 15. Discharge to a mine backfill area, adit, mine shaft, fluids or waste from any industrial process or storm water.
- ☐ 16. Discharge to a infiltration gallery as part of a site remediation process.
- ☐ 17. Any other discharge, disposal, or placement of any type of waste fluid, please describe

\*If you checked any of items 6 through 17, you must go to section II. If you marked items 1 through 5, only complete section III.



II. BASIC INVENTORY INFORMATION. Inventory both old and new systems. Space is provided for two wells, please put inventory for additional wells on separate sheets and attach. (See the Fact Sheet and Brochure For Injection Well Information. Call Carol Bowden at (303) 312-6485 for assistance.)

1. Injection Well Type (See attached fact sheet):

Dry Well (ump) / French Drain

Operating Status (See Below):

AC (Mostly Plugged)

General Location:

In part of parking lot sunken for semi access (36' x 45')

Date of Construction:

Unknown

Depth of Well System:

Unknown

Average and Maximum Injection Volume (gallons/day):

Unknown

Source and Nature of Disposed Fluid(s): (i.e., solvents, waste oil, brake fluid, antifreeze, waste paint, wash water, snow melt, cooling water, boiler blow down water, mine waste slurry, industrial process waste, etc.)

Snow melt, rain

2. Injection Well Type (See attached fact sheet):

N/A

Operating Status (See Below):

General Location:

Date of Construction:

Depth of Well System:

Average and Maximum Injection Volume (gallons/day): \_\_\_\_\_

Source and Nature of Disposed Fluid(s): (i.e., solvents, waste oil, brake fluid, antifreeze, waste paint, wash water, snow melt, cooling water, boiler blow down water, mine waste slurry, industrial process waste, etc.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*STATUS AC=Active, AN=Abandoned, UC=Under Construction, TA=Temporarily Abandoned

\*\* Well includes sump, drywell, french drain, septic system, drainfield, infiltration gallery, all systems used to transport waste fluids or slurries into the subsurface for disposal.

FOR ANY INJECTION WELLS DESCRIBED ABOVE, PLEASE ATTACH A SYSTEM CONSTRUCTION DIAGRAM.

### III. CERTIFICATION

I certify, under penalty of law, that this document was prepared under my guidance or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information contained herein. To the best of my knowledge and belief, the information presented above is true, accurate and complete.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Title: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Property Owner (if different than above): \_\_\_\_\_

Property Owner Address: \_\_\_\_\_

Please return this Shallow Injection Well Inventory Request Form to:

Gwen Christiansen  
Mail Code: 8ENF-T  
U.S. Environmental Protection Agency  
Underground Injection Control (UIC)  
999 18th Street., Suite 500  
Denver, CO 80202-2466

EXHIBIT 6.d  
CONSTRUCTION DRAWINGS  
(see separate rolled documents)

**TARGET SHEET**  
EPA REGION VIII  
SUPERFUND DOCUMENT MANAGEMENT SYSTEM

DOCUMENT NUMBER: 488533

SITE NAME: I-70 Vasquez Blvd

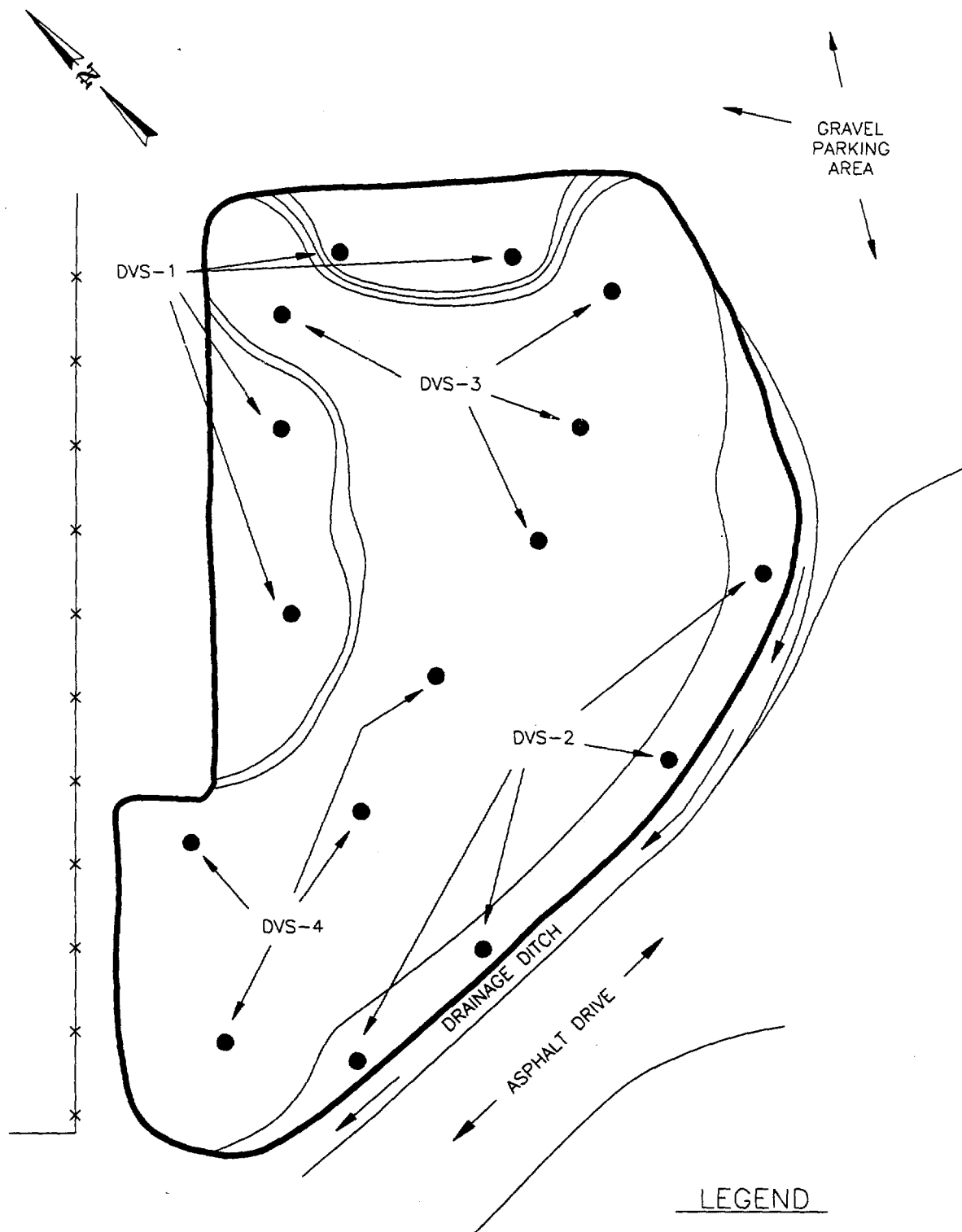
DOCUMENT DATE: 5/4/01

**DOCUMENT NOT SCANNED**

Due to one of the following categories:

- ☐ PHOTOGRAPHS
- ☐ 3 - DIMENSIONAL
- ☒ OVERSIZED
- ☐ AUDIO/ VISUAL
- ☐ PERMANENTLY BOUND DOCUMENTS
- ☐ POOR LEGIBILITY
- ☐ OTHER
- ☐ NOT AVAILABLE
- ☐ TYPES OF DOCUMENTS NOT TO BE SCANNED  
(Data Packages, Data Validation, Sampling Data, CBI, Chain of Custody)

EXHIBIT 9.g-A  
SAMPLING RESULTS



- LEGEND**
- SAMPLING LOCATION
  - STOCKPILE
  - x-x- FENCE

NOT TO SCALE



ENVIRONMENTAL  
SCIENCE CORP.

12065 Lebanon Rd.  
Mt. Juliet, TN 37122-2605  
(615) 758-5858  
1-800-767-5859  
Nashville 641-6050  
FAX (615) 758-5859

Tax I.D. 62-0814289

Est. 1970

REPORT OF ANALYSIS

October 17, 1997  
Sample # : 25076-97-1

Mr. Dennis Hunter  
Strata Environmental  
110 Perimeter Park Suite E  
Knoxville TN 37922

Date Received: October 9, 1997  
Description : Soil - PC Denver

Project : 9701094

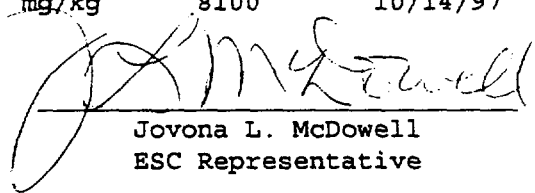
Sample Location: DVS-1B  
Collection Date/Time : 10/07/97 1500  
Collected by : Dennis Hunter

Parameter	Result	Units	Method	Date Analyzed
Arsenic	150	mg/kg	6010	10/13/97
Barium	83	mg/kg	6010	10/13/97
Cadmium	25	mg/kg	6010	10/13/97
Chromium	4.0	mg/kg	6010	10/13/97
Lead	450	mg/kg	6010	10/13/97
Mercury	2.6	mg/kg	7471	10/17/97
Selenium	< 8.9	mg/kg	6010	10/13/97
Silver	< 2.2	mg/kg	6010	10/13/97
Extraction Date			8100	10/14/97
Acenaphthene	< 0.33	mg/kg	8100	10/14/97
Acenaphthylene	< 0.33	mg/kg	8100	10/14/97
Anthracene	1.25	mg/kg	8100	10/14/97
Benzo (a) anthracene	2.65	mg/kg	8100	10/14/97
Benzo (a) pyrene	0.77	mg/kg	8100	10/14/97

Sample # : 25076-97-1  
Sample Location: DVS-1B  
Page # : 2

Strata Environmental

Parameter		Result	Units	Method	Date Analyzed
Benzo (b) fluoranthene	<	0.33	mg/kg	8100	10/14/97
Benzo (g,h,i) perylene	<	0.33	mg/kg	8100	10/14/97
Benzo (k) fluoranthene	<	0.33	mg/kg	8100	10/14/97
Chrysene	<	0.33	mg/kg	8100	10/14/97
Dibenz (a,h) anthracene		0.63	mg/kg	8100	10/14/97
Fluoranthene		6.0	mg/kg	8100	10/14/97
Fluorene		0.82	mg/kg	8100	10/14/97
Indeno (1,2,3-c,d)pyrene	<	0.33	mg/kg	8100	10/14/97
Naphthalene		0.80	mg/kg	8100	10/14/97
Phenanthrene		5.99	mg/kg	8100	10/14/97
Pyrene		5.53	mg/kg	8100	10/14/97

  
Jovona L. McDowell  
ESC Representative

Please review all information in this report for accuracy and completeness.  
Contact our office within 10 days if there are any questions.





# ENVIRONMENTAL SCIENCE CORP.

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Nashville 641-6050  
FAX (615) 758-5859

Tax I.D. 62-0814289

Est. 1970

## REPORT OF ANALYSIS

October 17, 1997

Sample # : 25075-97-1

Mr. Dennis Hunter  
Strata Environmental  
110 Perimeter Park Suite E  
Knoxville TN 37922

Date Received: October 9, 1997  
Description : Soil - PC Denver

Project : 9701094

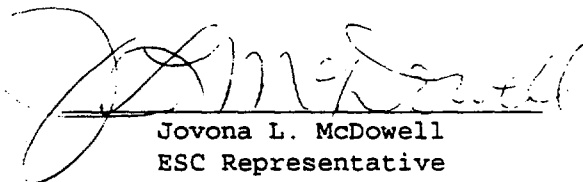
Sample Location: DVS-1A  
Collection Date/Time : 10/07/97 1500  
Collected by : Dennis Hunter

Parameter	Result	Units	Method	Date Analyzed	Qual
TPH (IR)	85	mg/kg	418.1	10/14/97	
Volatile Organics					
Acetone	< 2.5	mg/kg	8240A	10/14/97	
Benzene	< 0.20	mg/kg	8240A	10/14/97	
Bromodichloromethane	< 0.20	mg/kg	8240A	10/14/97	
Bromoform	< 0.20	mg/kg	8240A	10/14/97	
Bromomethane	< 0.20	mg/kg	8240A	10/14/97	
Carbon tetrachloride	< 0.20	mg/kg	8240A	10/14/97	
Chlorobenzene	< 0.20	mg/kg	8240A	10/14/97	
Chlorodibromomethane	< 0.20	mg/kg	8240A	10/14/97	
Chloroethane	< 0.20	mg/kg	8240A	10/14/97	
2-Chloroethyl vinyl ether	< 0.20	mg/kg	8240A	10/14/97	
Chloroform	< 0.20	mg/kg	8240A	10/14/97	
Chloromethane	< 0.20	mg/kg	8240A	10/14/97	
1,2-Dichlorobenzene	< 0.20	mg/kg	8240A	10/14/97	
1,3-Dichlorobenzene	< 0.20	mg/kg	8240A	10/14/97	
1,4-Dichlorobenzene	< 0.20	mg/kg	8240A	10/14/97	
1,1-Dichloroethane	< 0.20	mg/kg	8240A	10/14/97	
1,2-Dichloroethane	< 0.20	mg/kg	8240A	10/14/97	
1,1-Dichloroethylene	< 0.20	mg/kg	8240A	10/14/97	
cis-1,2-Dichloroethylene	< 0.20	mg/kg	8240A	10/14/97	
trans-1,2-Dichloroethylene	< 0.20	mg/kg	8240A	10/14/97	
1,2-Dichloropropane	< 0.20	mg/kg	8240A	10/14/97	
cis-1,3-Dichloropropene	< 0.20	mg/kg	8240A	10/14/97	
trans-1,3-Dichloropropene	< 0.20	mg/kg	8240A	10/14/97	
Ethylbenzene	< 0.20	mg/kg	8240A	10/14/97	
2-Butanone (MEK)	< 2.5	mg/kg	8240A	10/14/97	
Methylene chloride	< 0.20	mg/kg	8240A	10/14/97	
4-Methyl-2-pentanone (MIBK)	< 2.5	mg/kg	8240A	10/14/97	
1,1,2,2-Tetrachloroethane	< 0.20	mg/kg	8240A	10/14/97	

Sample # : 25075-97-1  
Sample Location: DVS-1A  
Page # : 2

Strata Environmental

Parameter		Result	Units	Method	Date Analyzed
Tetrachloroethylene	<	0.20	mg/kg	8240A	10/14/97
Toluene	<	0.20	mg/kg	8240A	10/14/97
1,1,1-Trichloroethane	<	0.20	mg/kg	8240A	10/14/97
1,1,2-Trichloroethane	<	0.20	mg/kg	8240A	10/14/97
Trichloroethylene	<	0.20	mg/kg	8240A	10/14/97
Trichlorofluoromethane	<	0.20	mg/kg	8240A	10/14/97
Vinyl chloride	<	0.20	mg/kg	8240A	10/14/97
Xylenes, Total	<	0.60	mg/kg	8240A	10/14/97

  
Jovona L. McDowell  
ESC Representative

Please review all information in this report for accuracy and completeness.  
Contact our office within 10 days if there are any questions.



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Nashville 641-6050  
FAX (615) 758-5859

Tax I.D. 62-0814289

Est. 1970

REPORT OF ANALYSIS

October 17, 1997

Sample # : 25077-97-1

Mr. Dennis Hunter  
Strata Environmental  
110 Perimeter Park Suite E  
Knoxville TN 37922

Date Received: October 9, 1997  
Description : Soil - PC Denver

Project : 9701094

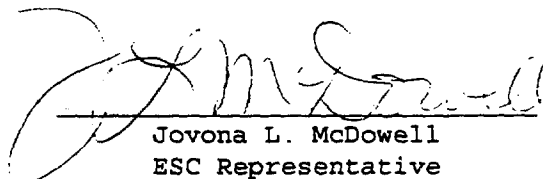
Sample Location: DVS-2A  
Collection Date/Time : 10/07/97 1530  
Collected by : Dennis Hunter

Parameter	Result	Units	Method	Date Analyzed	Qual
TPH (IR)	220	mg/kg	418.1	10/14/97	
Volatile Organics					
Acetone	< 2.5	mg/kg	8240A	10/14/97	
Benzene	< 0.20	mg/kg	8240A	10/14/97	
Bromodichloromethane	< 0.20	mg/kg	8240A	10/14/97	
Bromoform	< 0.20	mg/kg	8240A	10/14/97	
Bromomethane	< 0.20	mg/kg	8240A	10/14/97	
Carbon tetrachloride	< 0.20	mg/kg	8240A	10/14/97	
Chlorobenzene	< 0.20	mg/kg	8240A	10/14/97	
Chlorodibromomethane	< 0.20	mg/kg	8240A	10/14/97	
Chloroethane	< 0.20	mg/kg	8240A	10/14/97	
2-Chloroethyl vinyl ether	< 0.20	mg/kg	8240A	10/14/97	
Chloroform	< 0.20	mg/kg	8240A	10/14/97	
Chloromethane	< 0.20	mg/kg	8240A	10/14/97	
1,2-Dichlorobenzene	< 0.20	mg/kg	8240A	10/14/97	
1,3-Dichlorobenzene	< 0.20	mg/kg	8240A	10/14/97	
1,4-Dichlorobenzene	< 0.20	mg/kg	8240A	10/14/97	
1,1-Dichloroethane	< 0.20	mg/kg	8240A	10/14/97	
1,2-Dichloroethane	< 0.20	mg/kg	8240A	10/14/97	
1,1-Dichloroethylene	< 0.20	mg/kg	8240A	10/14/97	
cis-1,2-Dichloroethylene	< 0.20	mg/kg	8240A	10/14/97	
trans-1,2-Dichloroethylene	< 0.20	mg/kg	8240A	10/14/97	
1,2-Dichloropropane	< 0.20	mg/kg	8240A	10/14/97	
cis-1,3-Dichloropropene	< 0.20	mg/kg	8240A	10/14/97	
trans-1,3-Dichloropropene	< 0.20	mg/kg	8240A	10/14/97	
Ethylbenzene	< 0.20	mg/kg	8240A	10/14/97	
2-Butanone (MEK)	< 2.5	mg/kg	8240A	10/14/97	
Methylene chloride	< 0.20	mg/kg	8240A	10/14/97	
4-Methyl-2-pentanone (MIBK)	< 2.5	mg/kg	8240A	10/14/97	
1,1,2,2-Tetrachloroethane	< 0.20	mg/kg	8240A	10/14/97	

Sample # : 25077-97-1  
Sample Location: DVS-2A  
Page # : 2

Strata Environmental

Parameter		Result	Units	Method	Date Analyzed
Tetrachloroethylene	<	0.20	mg/kg	8240A	10/14/97
Toluene	<	0.20	mg/kg	8240A	10/14/97
1,1,1-Trichloroethane	<	0.20	mg/kg	8240A	10/14/97
1,1,2-Trichloroethane	<	0.20	mg/kg	8240A	10/14/97
Trichloroethylene	<	0.20	mg/kg	8240A	10/14/97
Trichlorofluoromethane	<	0.20	mg/kg	8240A	10/14/97
Vinyl chloride	<	0.20	mg/kg	8240A	10/14/97
Xylenes, Total	<	0.60	mg/kg	8240A	10/14/97

  
Jovona L. McDowell  
ESC Representative

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Contact our office within 10 days if there are any questions.



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Tax I.D. 62-0814289

Est. 1970

REPORT OF ANALYSIS

Mr. Dennis Hunter  
Strata Environmental  
110 Perimeter Park Suite E  
Knoxville TN 37922

October 17, 1997  
Sample # : 25078-97-1

Date Received: October 9, 1997  
Description : Soil - PC Denver

Project : 9701094

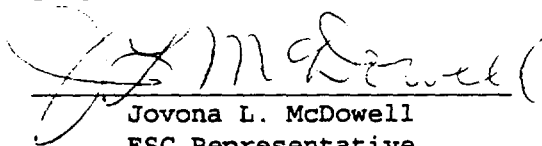
Sample Location: DVS-2B  
Collection Date/Time : 10/07/97 1530  
Collected by : Dennis Hunter

Parameter	Result	Units	Method	Date Analyzed
Arsenic	78	mg/kg	6010	10/13/97
Barium	150	mg/kg	6010	10/13/97
Cadmium	17	mg/kg	6010	10/13/97
Chromium	2.2	mg/kg	6010	10/13/97
Lead	530	mg/kg	6010	10/13/97
Mercury	1.5	mg/kg	7471	10/17/97
Selenium	< 9.8	mg/kg	6010	10/13/97
Silver	< 2.5	mg/kg	6010	10/13/97
Extraction Date			8100	10/14/97
Acenaphthene	< 0.33	mg/kg	8100	10/14/97
Acenaphthylene	< 0.33	mg/kg	8100	10/14/97
Anthracene	< 0.33	mg/kg	8100	10/14/97
Benzo (a) anthracene	< 0.33	mg/kg	8100	10/14/97
Benzo (a) pyrene	0.67	mg/kg	8100	10/14/97

Sample # : 25078-97-1  
Sample Location: DVS-2B  
Page # : 2

Strata Environmental

Parameter		Result	Units	Method	Date Analyzed
Benzo (b) fluoranthene		0.67	mg/kg	8100	10/14/97
Benzo (g,h,i) perylene	<	0.33	mg/kg	8100	10/14/97
Benzo (k) fluoranthene		0.50	mg/kg	8100	10/14/97
Chrysene	<	0.33	mg/kg	8100	10/14/97
Dibenz (a,h) anthracene	<	0.33	mg/kg	8100	10/14/97
Fluoranthene		1.66	mg/kg	8100	10/14/97
Fluorene	<	0.33	mg/kg	8100	10/14/97
Indeno (1,2,3-c,d)pyrene	<	0.33	mg/kg	8100	10/14/97
Naphthalene	<	0.33	mg/kg	8100	10/14/97
Phenanthrene		1.17	mg/kg	8100	10/14/97
Pyrene		1.66	mg/kg	8100	10/14/97

  
Jovona L. McDowell  
ESC Representative

Please review all information in this report for accuracy and completeness.  
Contact our office within 10 days if there are any questions.



# ENVIRONMENTAL SCIENCE CORP.

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1-800-767-5859  
Nashville 641-6050  
FAX (615) 758-5859

Tax I.D. 62-0814289

Est. 1970

## REPORT OF ANALYSIS

Mr. Dennis Hunter  
Strata Environmental  
110 Perimeter Park Suite E  
Knoxville TN 37922

October 17, 1997  
Sample # : 25079-97-1

Date Received: October 9, 1997  
Description : Soil - PC Denver

Project : 9701094

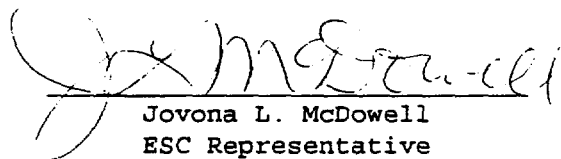
Sample Location: DVS-3A  
Collection Date/Time : 10/07/97 1600  
Collected by : Dennis Hunter

Parameter	Result	Units	Method	Date Analyzed	Qual
TPH (IR)	89	mg/kg	418.1	10/14/97	
Volatile Organics					
Acetone	< 2.5	mg/kg	8240A	10/15/97	
Benzene	< 0.20	mg/kg	8240A	10/15/97	
Bromodichloromethane	< 0.20	mg/kg	8240A	10/15/97	
Bromoform	< 0.20	mg/kg	8240A	10/15/97	
Bromomethane	< 0.20	mg/kg	8240A	10/15/97	
Carbon tetrachloride	< 0.20	mg/kg	8240A	10/15/97	
Chlorobenzene	< 0.20	mg/kg	8240A	10/15/97	
Chlorodibromomethane	< 0.20	mg/kg	8240A	10/15/97	
Chloroethane	< 0.20	mg/kg	8240A	10/15/97	
2-Chloroethyl vinyl ether	< 0.20	mg/kg	8240A	10/15/97	
Chloroform	< 0.20	mg/kg	8240A	10/15/97	
Chloromethane	< 0.20	mg/kg	8240A	10/15/97	
1,2-Dichlorobenzene	< 0.20	mg/kg	8240A	10/15/97	
1,3-Dichlorobenzene	< 0.20	mg/kg	8240A	10/15/97	
1,4-Dichlorobenzene	< 0.20	mg/kg	8240A	10/15/97	
1,1-Dichloroethane	< 0.20	mg/kg	8240A	10/15/97	
1,2-Dichloroethane	< 0.20	mg/kg	8240A	10/15/97	
1,1-Dichloroethylene	< 0.20	mg/kg	8240A	10/15/97	
cis-1,2-Dichloroethylene	< 0.20	mg/kg	8240A	10/15/97	
trans-1,2-Dichloroethylene	< 0.20	mg/kg	8240A	10/15/97	
1,2-Dichloropropane	< 0.20	mg/kg	8240A	10/15/97	
cis-1,3-Dichloropropene	< 0.20	mg/kg	8240A	10/15/97	
trans-1,3-Dichloropropene	< 0.20	mg/kg	8240A	10/15/97	
Ethylbenzene	< 0.20	mg/kg	8240A	10/15/97	
2-Butanone (MEK)	11	mg/kg	8240A	10/15/97	
Methylene chloride	< 0.20	mg/kg	8240A	10/15/97	
4-Methyl-2-pentanone (MIBK)	< 2.5	mg/kg	8240A	10/15/97	
1,1,2,2-Tetrachloroethane	< 0.20	mg/kg	8240A	10/15/97	

Sample # : 25079-97-1  
Sample Location: DVS-3A  
Page # : 2

Strata Environmental

Parameter		Result	Units	Method	Date Analyzed
Tetrachloroethylene	<	0.20	mg/kg	8240A	10/15/97
Toluene	<	0.20	mg/kg	8240A	10/15/97
1,1,1-Trichloroethane	<	0.20	mg/kg	8240A	10/15/97
1,1,2-Trichloroethane	<	0.20	mg/kg	8240A	10/15/97
Trichloroethylene	<	0.20	mg/kg	8240A	10/15/97
Trichlorofluoromethane	<	0.20	mg/kg	8240A	10/15/97
Vinyl chloride	<	0.20	mg/kg	8240A	10/15/97
Xylenes, Total	<	0.60	mg/kg	8240A	10/15/97

  
Jovona L. McDowell  
ESC Representative

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Tax I.D. 62-0814289

Est. 1970

## REPORT OF ANALYSIS

October 17, 1997  
Sample # : 25080-97-1

Mr. Dennis Hunter  
Strata Environmental  
110 Perimeter Park Suite E  
Knoxville TN 37922

Date Received: October 9, 1997  
Description : Soil - PC Denver

Project : 9701094

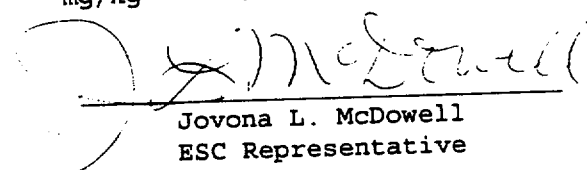
Sample Location: DVS-3B  
Collection Date/Time : 10/07/97 1600  
Collected by : Dennis Hunter

Parameter	Result	Units	Method	Date Analyzed
Arsenic	41	mg/kg	6010	10/13/97
Barium	85	mg/kg	6010	10/13/97
Cadmium	6.2	mg/kg	6010	10/13/97
Chromium	0.70	mg/kg	6010	10/13/97
Lead	210	mg/kg	6010	10/13/97
Mercury	0.64	mg/kg	7471	10/17/97
Selenium	< 10	mg/kg	6010	10/13/97
Silver	< 2.5	mg/kg	6010	10/13/97
Extraction Date			8100	10/14/97
Acenaphthene	< 0.33	mg/kg	8100	10/14/97
Acenaphthylene	< 0.33	mg/kg	8100	10/14/97
Anthracene	< 0.33	mg/kg	8100	10/14/97
Benzo (a) anthracene	< 0.33	mg/kg	8100	10/14/97
Benzo (a) pyrene	< 0.33	mg/kg	8100	10/14/97

Sample # : 25080-97-1  
Sample Location: DVS-3B  
Page # : 2

Strata Environmental

Parameter		Result	Units	Method	Date Analyzed
Benzo (b) fluoranthene	<	0.33	mg/kg	8100	10/14/97
Benzo (g,h,i) perylene	<	0.33	mg/kg	8100	10/14/97
Benzo (k) fluoranthene	<	0.33	mg/kg	8100	10/14/97
Chrysene	<	0.33	mg/kg	8100	10/14/97
Dibenz (a,h) anthracene	<	0.33	mg/kg	8100	10/14/97
Fluoranthene		1.63	mg/kg	8100	10/14/97
Fluorene	<	0.33	mg/kg	8100	10/14/97
Indeno(1,2,3-c,d)pyrene	<	0.33	mg/kg	8100	10/14/97
Naphthalene	<	0.33	mg/kg	8100	10/14/97
Phenanthrene	<	0.33	mg/kg	8100	10/14/97
Pyrene		1.47	mg/kg	8100	10/14/97

  
Jovona L. McDowell  
ESC Representative

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Tax I.D. 62-0814289

Est. 1970

## REPORT OF ANALYSIS

October 17, 1997  
Sample # : 25081-97-1

Mr. Dennis Hunter  
Strata Environmental  
110 Perimeter Park Suite E  
Knoxville TN 37922

Date Received: October 9, 1997  
Description : Soil - PC Denver

Project : 9701094

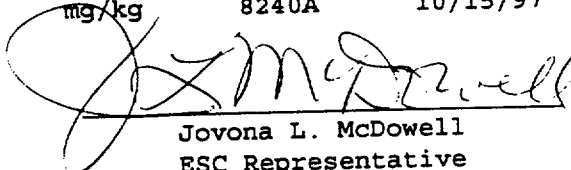
Sample Location: DVS-4A/B  
Collection Date/Time : 10/07/97 1630  
Collected by : Dennis Hunter

Parameter	Result	Units	Method	Date Analyzed	Qual
Arsenic	22	mg/kg	6010	10/13/97	
Barium	97	mg/kg	6010	10/13/97	
Cadmium	4.2	mg/kg	6010	10/13/97	
Chromium	< 0.45	mg/kg	6010	10/13/97	
Lead	210	mg/kg	6010	10/13/97	
Mercury	0.31	mg/kg	7471	10/17/97	
Selenium	< 9.1	mg/kg	6010	10/13/97	
Silver	< 2.3	mg/kg	6010	10/13/97	
TPH (IR)	120	mg/kg	418.1	10/14/97	
Extraction Date			8100	10/14/97	
Acenaphthene	< 0.33	mg/kg	8100	10/15/97	
Acenaphthylene	< 0.33	mg/kg	8100	10/15/97	
Anthracene	< 0.33	mg/kg	8100	10/15/97	
Benzo (a) anthracene	< 0.33	mg/kg	8100	10/15/97	
Benzo (a) pyrene	< 0.33	mg/kg	8100	10/15/97	
Benzo (b) fluoranthene	< 0.33	mg/kg	8100	10/15/97	
Benzo (g,h,i) perylene	< 0.33	mg/kg	8100	10/15/97	
Benzo (k) fluoranthene	< 0.33	mg/kg	8100	10/15/97	
Chrysene	< 0.33	mg/kg	8100	10/15/97	
Dibenz (a,h) anthracene	< 0.33	mg/kg	8100	10/15/97	
Fluoranthene	0.58	mg/kg	8100	10/15/97	
Fluorene	< 0.33	mg/kg	8100	10/15/97	
Indeno (1,2,3-c,d)pyrene	< 0.33	mg/kg	8100	10/15/97	
Naphthalene	< 0.33	mg/kg	8100	10/15/97	
Phenanthrene	< 0.33	mg/kg	8100	10/15/97	
Pyrene	0.55	mg/kg	8100	10/15/97	
Volatile Organics					
Acetone	< 2.5	mg/kg	8240A	10/15/97	

Sample # : 25081-97-1  
Sample Location: DVS-4A/B  
Page # : 2

Strata Environmental

Parameter		Result	Units	Method	Date Analyzed
Benzene	<	0.20	mg/kg	8240A	10/15/97
Bromodichloromethane	<	0.20	mg/kg	8240A	10/15/97
Bromoform	<	0.20	mg/kg	8240A	10/15/97
Bromomethane	<	0.20	mg/kg	8240A	10/15/97
Carbon tetrachloride	<	0.20	mg/kg	8240A	10/15/97
Chlorobenzene	<	0.20	mg/kg	8240A	10/15/97
Chlorodibromomethane	<	0.20	mg/kg	8240A	10/15/97
Chloroethane	<	0.20	mg/kg	8240A	10/15/97
2-Chloroethyl vinyl ether	<	0.20	mg/kg	8240A	10/15/97
Chloroform	<	0.20	mg/kg	8240A	10/15/97
Chloromethane	<	0.20	mg/kg	8240A	10/15/97
1,2-Dichlorobenzene	<	0.20	mg/kg	8240A	10/15/97
1,3-Dichlorobenzene	<	0.20	mg/kg	8240A	10/15/97
1,4-Dichlorobenzene	<	0.20	mg/kg	8240A	10/15/97
1,1-Dichloroethane	<	0.20	mg/kg	8240A	10/15/97
1,2-Dichloroethane	<	0.20	mg/kg	8240A	10/15/97
1,1-Dichloroethylene	<	0.20	mg/kg	8240A	10/15/97
cis-1,2-Dichloroethylene	<	0.20	mg/kg	8240A	10/15/97
trans-1,2-Dichloroethylene	<	0.20	mg/kg	8240A	10/15/97
1,2-Dichloropropane	<	0.20	mg/kg	8240A	10/15/97
cis-1,3-Dichloropropene	<	0.20	mg/kg	8240A	10/15/97
trans-1,3-Dichloropropene	<	0.20	mg/kg	8240A	10/15/97
Ethylbenzene	<	0.20	mg/kg	8240A	10/15/97
2-Butanone (MEK)	<	6.7	mg/kg	8240A	10/15/97
Methylene chloride	<	0.20	mg/kg	8240A	10/15/97
4-Methyl-2-pentanone (MIBK)	<	2.5	mg/kg	8240A	10/15/97
1,1,2,2-Tetrachloroethane	<	0.20	mg/kg	8240A	10/15/97
Tetrachloroethylene	<	0.20	mg/kg	8240A	10/15/97
Toluene	<	0.20	mg/kg	8240A	10/15/97
1,1,1-Trichloroethane	<	0.20	mg/kg	8240A	10/15/97
1,1,2-Trichloroethane	<	0.20	mg/kg	8240A	10/15/97
Trichloroethylene	<	0.20	mg/kg	8240A	10/15/97
Trichlorofluoromethane	<	0.20	mg/kg	8240A	10/15/97
Vinyl chloride	<	0.20	mg/kg	8240A	10/15/97
Xylenes, Total	<	0.60	mg/kg	8240A	10/15/97

  
Jovona L. McDowell  
ESC Representative

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Contact our office within 10 days if there are any questions.

ATTACHMENT A  
LIST OF ANALYTES WITH QC QUALIFIERS

Strata Environmental

SET REPORTED ON: October 17, 1997

SAMPLE #	ANALYTE	QUALIFIERS
-----	-----	-----
25075-97-1	1,1,1-Trichloroethane	F
	1,1,2,2-Tetrachloroethane	F
	1,1,2-Trichloroethane	F
	1,1-Dichloroethane	F
	1,1-Dichloroethylene	F
	1,2-Dichlorobenzene	F
	1,2-Dichloroethane	F
	1,2-Dichloropropane	F
	1,3-Dichlorobenzene	F
	1,4-Dichlorobenzene	F
	2-Butanone (MEK)	F
	2-Chloroethyl vinyl ether	F
	4-Methyl-2-pentanone (MIBK)	F
	Acetone	F
	Benzene	F
	Bromodichloromethane	F
	Bromoform	F
	Bromomethane	F
	Carbon tetrachloride	F
	Chlorobenzene	F
	Chlorodibromomethane	F
	Chloroethane	F
	Chloroform	F
	Chloromethane	F
	Ethylbenzene	F
	Methylene chloride	F
	Tetrachloroethylene	F
	Toluene	F
	Trichloroethylene	F
	Trichlorofluoromethane	F
	Vinyl chloride	F
	Xylenes, Total	F
	cis-1,2-Dichloroethylene	F
	cis-1,3-Dichloropropene	F
	trans-1,2-Dichloroethylene	F
	trans-1,3-Dichloropropene	F
25077-97-1	1,1,1-Trichloroethane	F
	1,1,2,2-Tetrachloroethane	F
	1,1,2-Trichloroethane	F
	1,1-Dichloroethane	F
	1,1-Dichloroethylene	F
	1,2-Dichlorobenzene	F
	1,2-Dichloroethane	F
	1,2-Dichloropropane	F
	1,3-Dichlorobenzene	F
	1,4-Dichlorobenzene	F
	2-Butanone (MEK)	F
	2-Chloroethyl vinyl ether	F

ATTACHMENT A  
LIST OF ANALYTES WITH QC QUALIFIERS

Strata Environmental

SET REPORTED ON: October 17, 1997

SAMPLE #	ANALYTE	QUALIFIERS
-----	-----	-----
	4-Methyl-2-pentanone (MIBK)	F
	Acetone	F
	Benzene	F
	Bromodichloromethane	F
	Bromoform	F
	Bromomethane	F
	Carbon tetrachloride	F
	Chlorobenzene	F
	Chlorodibromomethane	F
	Chloroethane	F
	Chloroform	F
	Chloromethane	F
	Ethylbenzene	F
	Methylene chloride	F
	Tetrachloroethylene	F
	Toluene	F
	Trichloroethylene	F
	Trichlorofluoromethane	F
	Vinyl chloride	F
	Xylenes, Total	F
	cis-1,2-Dichloroethylene	F
	cis-1,3-Dichloropropene	F
	trans-1,2-Dichloroethylene	F
	trans-1,3-Dichloropropene	F
25079-97-1	1,1,1-Trichloroethane	F
	1,1,2,2-Tetrachloroethane	F
	1,1,2-Trichloroethane	F
	1,1-Dichloroethane	F
	1,1-Dichloroethylene	F
	1,2-Dichlorobenzene	F
	1,2-Dichloroethane	F
	1,2-Dichloropropane	F
	1,3-Dichlorobenzene	F
	1,4-Dichlorobenzene	F
	2-Butanone (MEK)	F
	2-Chloroethyl vinyl ether	F
	4-Methyl-2-pentanone (MIBK)	F
	Acetone	F
	Benzene	F
	Bromodichloromethane	F
	Bromoform	F
	Bromomethane	F
	Carbon tetrachloride	F
	Chlorobenzene	F
	Chlorodibromomethane	F
	Chloroethane	F
	Chloroform	F
	Chloromethane	F

ATTACHMENT A  
LIST OF ANALYTES WITH QC QUALIFIERS

Strata Environmental

SET REPORTED ON: October 17, 1997

SAMPLE #	ANALYTE	QUALIFIERS
25081-97-1	Ethylbenzene	F
	Methylene chloride	F
	Tetrachloroethylene	F
	Toluene	F
	Trichloroethylene	F
	Trichlorofluoromethane	F
	Vinyl chloride	F
	Xylenes, Total	F
	cis-1,2-Dichloroethylene	F
	cis-1,3-Dichloropropene	F
	trans-1,2-Dichloroethylene	F
	trans-1,3-Dichloropropene	F
	1,1,1-Trichloroethane	F
	1,1,2,2-Tetrachloroethane	F
	1,1,2-Trichloroethane	F
	1,1-Dichloroethane	F
	1,1-Dichloroethylene	F
	1,2-Dichlorobenzene	F
	1,2-Dichloroethane	F
	1,2-Dichloropropane	F
	1,3-Dichlorobenzene	F
	1,4-Dichlorobenzene	F
	2-Butanone (MEK)	F
	2-Chloroethyl vinyl ether	F
	4-Methyl-2-pentanone (MIBK)	F
	Acetone	F
	Benzene	F
	Bromodichloromethane	F
	Bromoform	F
	Bromomethane	F
	Carbon tetrachloride	F
	Chlorobenzene	F
	Chlorodibromomethane	F
	Chloroethane	F
	Chloroform	F
	Chloromethane	F
	Ethylbenzene	F
	Methylene chloride	F
	Tetrachloroethylene	F
	Toluene	F
	Trichloroethylene	F
	Trichlorofluoromethane	F
	Vinyl chloride	F
	Xylenes, Total	F
	cis-1,2-Dichloroethylene	F
	cis-1,3-Dichloropropene	F
	trans-1,2-Dichloroethylene	F
	trans-1,3-Dichloropropene	F

ATTACHMENT A  
LIST OF ANALYTES WITH QC QUALIFIERS

Strata Environmental

SET REPORTED ON: October 17, 1997

SAMPLE #	ANALYTE	QUALIFIERS
	Ethylbenzene	F
	Methylene chloride	F
	Tetrachloroethylene	F
	Toluene	F
	Trichloroethylene	F
	Trichlorofluoromethane	F
	Vinyl chloride	F
	Xylenes, Total	F
	cis-1,2-Dichloroethylene	F
	cis-1,3-Dichloropropene	F
	trans-1,2-Dichloroethylene	F
	trans-1,3-Dichloropropene	F



1

ATTACHMENT B  
EXPLANATION OF QC QUALIFIER CODES

Strata Environmental

SET REPORTED ON: October 17, 1997

SYMBOL      MEANING

-----  
F      SRN (EPA) - Diluted: The indicated analysis results were generated from  
a dilution of the same sample.

QUALIFIER REPORT INFORMATION

ESC recognizes and utilizes sample and result qualifiers as set forth by the EPA Contract Laboratory Program. We firmly believe that information pertaining to sample analysis should be made available to the ESC client. In addition to the EPA qualifiers adopted by ESC, we have implemented ESC qualifiers to provide more information pertaining to our analytical results. Each qualifier is designated in the qualifier explanation as either EPA or ESC.

Definitions:

- Accuracy - The relationship of the observed value of a known sample to the true value of a known sample. Represented by percent recovery and relevant to samples such as: control samples, matrix spike recoveries, surrogate recoveries, etc.
- Precision - The agreement between a set of samples or between duplicate samples. Relates to how close together the results are and is represented by Relative Percent Difference.
- Surrogate - Organic compounds that are similar in chemical composition, extraction, and chromatography to analytes of interest. The surrogates are used to determine the probable response of the group of analytes that are chemically related to the surrogate compound. Surrogates are added to the sample and carried through all stages of preparation and analyses.
- TIC - Tentatively Identified Compound: Compounds detected in samples that are not target compounds, internal standards, system monitoring compounds, or surrogates.

# Strata

## ENVIRONMENTAL

110 Perimeter Park, Suite E  
Knoxville, Tennessee 37922

Alternate billing information

Analysis, Preservation, Containment

Customer  
Page 1 of 1

Prepared by:

**ENVIRONMENTAL  
SCIENCE CORP.**

12065 Lebanon Road  
Mt. Juliet, TN 37122

(615) 758-5858

(800) 767-5859

FAX (615) 758-5859

CoCode: **STRENV** (lab use only)

Format:

Quote/Order #:

Cooler #:

Shipped Via:

Report to: Dennis Hunter Project name: PC Denver  
Phone: (423)-539-2077 Project #: 9701094 P.O. #:  
FAX: (423)-539-3970 Facility ID#: Industry:

Collected by (print) Dennis Hunter County (Soil) Denver State: CO  
Collected by (signature): [Signature] Rush? (Lab MUST Be Notified) Date Results Needed: 10/16/97  
\_\_\_\_ <24 hr ..... 200%  
\_\_\_\_ 24-48 hr ..... 100%  
\_\_\_\_ 48-72 hr ..... 50% FAX? No Yes

Sample Location/ID	Comp/Grab	Matrix*	Depth	Date	Time	No. of Cntrs	TPH - Infrared	Volatiles 8240	PAH 8100	RCRA Metals	Remarks/Contaminant	Sample # (lab only)
DVS-1 A	↓	SS		10/7	3 pm	1	X	X			1SS 1Z	25075
DVS-1 B	↓			10/7	3 pm	1			X	X		25076
DVS-2 A	↓			10/7	3:30 pm	1	X	X			1Z	25077
DVS-2 B	↓			10/7	3:30 pm	1			X	X		25078
DVS-3 A	↓			10/7	4:00 pm	1	X	X			1Z	25079
DVS-3 B	↓			10/7	4:00 pm	1			X	X		25080
DVS-4 A	↓			10/7	4:30 pm	1	X	X			1Z	25081
DVS-4 B	↓			10/7	4:30 pm	1			X	X	* rec'd broken	

\*Matrix SS - Soil GW - Groundwater TW - Treated Groundwater WW - WasteWater WS - Water Sample WO - Waste Oil DW - Drinking Water SL - Sludge SD - Sediment OT - Other

Remarks:

Relinquished by: (Signature) <u>[Signature]</u>	Date: <u>10/8/97</u>	Time: <u>5:30 p</u>	Received by: (Signature) <u>[Signature]</u>	Samples returned via: <input checked="" type="checkbox"/> UPS <input type="checkbox"/> FedEx <input type="checkbox"/> Courier	Condition: (lab use only)
Relinquished by: (Signature)	Date:	Time:	Received by: (Signature)	Temp: <u>80C</u>	Bottles Received: <u>7</u>
	Date:	Time:	Received for lab by: (Signature) <u>[Signature]</u>	Date: <u>10/16/97</u>	Time: <u>11:15</u>
				pH Checked: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	NCF: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

REPORT OF ANALYSIS

Mr. Dennis Hunter  
Strata Environmental  
110 Perimeter Park Suite E  
Knoxville TN 37922

October 22, 1997  
Sample # : 25448-97-1

Date Received: October 9, 1997  
Description : Soil - PC Denver

Project : 9701094

Sample Location: Comp DVS - 1B/2B/3B/4E  
Collection Date : 10/09/97  
Collected by : Dennis Hunter

Parameter	Result	Limits	Units	Method	Date Analyzed	Note
TCLP Extraction				1311	10/20/97	
Arsenic	< 0.25	5.0	mg/l	6010	10/22/97	
Lead	0.45	5.0	mg/l	6010	10/22/97	

Jovona L. McDowell  
ESC Representative

Please review all information in this report for accuracy and completeness.  
Contact our office within 10 days if there are any questions.



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## REPORT OF ANALYSIS

Mr. Dennis Hunter  
Strata Environmental  
110 Perimeter Park Suite E  
Knoxville TN 37922

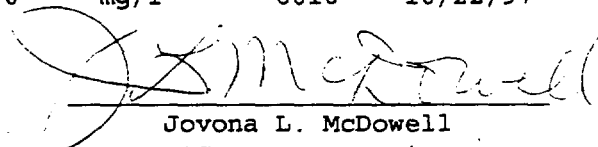
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